

1884-029 Chancery Causes: John M. Whitehead vs. Alexander Vandeverter
Lee Co. Adm. of William Vandeverter &c vs. Martha Vandeverter &c

Folder 1 of 2

Sage, Yearry, Miles, Robinson, Pridemore

CA-Debt/Estate Dispute
T-Property
Migration

Will: 1861 : William Vandeverter : Lee County

-Deed

To the Honorable Judge of the Circuit
Court of Lee County Virginia

Your orator John M. Whitehead humbly
complaining sheweth unto your Honor -
That, on, the 28th day of April 1862,
one Alexander Vandeventer, Your orator
and one C. S. Jayne, executed this cer-
tain writing obligatory, sealed, with
their seal, and signed with their signatures
by which they were jointly bound to pay
one day after the date thereof to ~~one~~
pay one Mr W. Richmond, the sum of
one-thousand dollars. Your orator now
alleges that, the said Vandeventer was
principal in said note or bond and
that your orator, and the said Jayne
were his securities for the payment
thereof - That neither your orator or the
said Jayne ever received one cent of
value from the execution of the said
note, but upon the contrary have been
most grievously, burdened, and oppressed
thereby. Some time after the execution
of the said note, the said Jayne a sol-
dier, in the Confederate Army; ^{and} thus
leaving your orator and the said Vande-
venter surviving obligors. Thus matters
stood at the close of the late war;
when the said Vandeventer then a sin-
gle man left, this sum monewell, seeking
employment in some of the western states,
where he for several years continued a
wanderer, & where he now resides

As your orator is informed & believes.
The bond before mentioned, being subject to
the provisions of the stay laws, which since
the close the late war have existed in this
State he has had no trouble from the
collection, of said claims faster than his
own discretion, and opportunities, indicated
to him, the best mode of settlement.

On the 18th day of May 1869, in view of
the fact, that the debt would soon have
to be liquidated, by your orator and the said
James estate, your orator the administrators
Guardians of the infant heirs of the said
Jayne, & the said Richmond, met and made
a calculation of the said note, & interests
first applying the scale of depreciation
the same; and at which time your orator
completed, an arrangement, with the
Guardians, aforesaid & the said Richmond
by which the said Richmond was to accept
the said Guardians for one-half which they
then ascertained to be five hundred each that
is five hundred dollars to be paid
by your orator - five hundred by the said
Guardians - Your orator paid by the hands
of James W. One on that day, one hundred
dollars, no part of which has been paid
him by the said Vanderenter, and on the
same day, your orator, with one Martin
S. Jayne, as his securities, entered into
and executed their notes, payable by in-
stallments of \$100. & payable in one, two,
and three years from date.

Thus it will be seen, that on the first
of these bonds your orator will be ^{bound} ~~entitled~~
to pay the said Richmond \$106. on the second
\$112. on the third \$118. and on the fourth \$124
making the gross sum for which he is liable
\$560. but your orator is advised that
he is only entitled to recover from the
said Vanderenter the sum & its interest
which he actually pays for said Van-
derenter - The note or bond first men-
tioned, together, with a statement on its back
of the same, of the settlement made between
your orator the aforesaid Guardians & the said
Richmond will be filed with this bill
marked A. and prayed to be ~~construed~~ ^{construed} there-
with. Your orator alleges that the said
Vanderenter, as distributee, under the
will of his father William Vanderenter
was at the time of the execution of the
note first aforesaid, entitled, to one
tenth ^{subject to a life annuity of one fourth} of a valuable tract, of land, sit-
uate in this County, but has heretofore
been encumbered, by a life estate of his
said Mother, the widow of the said testator
William; but ^{your} orator alleges, that, the said
Widow one Martha Vanderenter, now releases
her, life estate therein, to so much as the
said Alexander, may be entitled to -
The said Alexander Vanderenter has no
personal estate known, to your orator; and
this land, will be greatly, inadequate, to
the discharge, of what your orator has
& will have to pay as herein before stated.

1833. 1783.60
 1834. 17.15
 1835. 2.16

1836. 2.16
 1837. 2.16

John M. Whitehead
 Esq. Vice Chm

Alexander Vandeventer

- 1870. Oct. Rice field & ar.
 do. doft.
- " Nov. Court for O.P.R.
- " Dec. Court
- 1871 Jan. Court for O.P.R.
- " March
- " April
- " May
- " June & July
- " Aug. & Sept. Court for O.P.R.
- " Sept. Court
- 1872. May. Do. & Court
- " Oct. Court
- 1873. May. Do. & Court
- 1874 Jan. & Aug. Court
- 1874 Nov. Do. & Court
- 1875 Jan. Do. & Court
- 1876 Jan. Do. & Court
- 1877 Jan. Do. & Court
- 1878 Jan. Do. & Court
- 1879 Jan. Do. & Court
- 1880 Jan. & Aug. Court
- 1881 Jan. Do. & Court
- 1882. Mr. May. & Nov. Court
- 1883. Mr. May. & Nov. Court

The premises, considered your orators prayer therefore is that the said Alexander Vandeventer, be made a party defendant to this bill and answer its allegations on oath, that on a hearing a decree be entered against him for the amount he is found liable for -

That an attachment issue against the said Court that the said Vandeventer, his agents or attorneys be restrained from selling or in any wise disposing of said Courts, till the further order of this Court, that the same be sold to satisfy your orators claim & costs - and for all such other further & general relief as your orator may in equity be entitled to, May & Pa issue &c -

Hagan & Pendleton P.R.

end 37

To the Honorable judge of the Circuit Court
of Lee county in chancery now sitting
Your orators and oratrix; William W. Sage
Shiriff administrator, with the will annexed
of William Vandeverneter, late of this County
now deceased; William W. Geary, guardian of
Nancy Vandeverneter, Robert B. Vandeverneter, William
Putnam Vandeverneter and Martha A. Vandeverneter
infants of the said William Vandeverneter deceased
and Elizabeth Geary, formerly Vandeverneter, wife
your orator, William W. Geary, humbly
complaining, sheweth unto your Honor; that
the said William Vandeverneter, (father of
your oratrix) now deceased, before his death
to wit on the 18th day of October 1866, made
and published his last will and testament in
the words & figures following to wit:—

"I, William Vandeverneter, do make and
publish, this my last will and Testament, here-
by revoking, and making void, all other wills
by me at any time made:— First of all I
direct that my funeral expenses, and all my
debts be paid as soon after my death as
possible, out of any money that I may be
possessed of or may first come into the
hands of my executor. Secondly, I give
and bequeath to my daughter, Elizabeth Geary
one-hundred dollars, to be paid to her—
on the first day of March 1863. Thirdly
I give and bequeath to my son Thomas R.
Vandeverneter, one hundred dollars, when he
arrives to twenty-one years of age,—Fourthly
I give and bequeath to my daughter Usula Van-
deverneter one hundred dollars when she may

"arrive at age of twenty one years. Fifthly, I
 "I give to my daughter Nancy Vandeventer
 "one hundred dollars, when she arrive to the
 "age of twenty one years old. Sixthly, I give
 "to my son Robert Vandeventer, one hundred
 "dollars, when he may arrive to the age of
 "twenty one years old. Seventhly, I give to
 "my son William Putnam Vandeventer, one hundred
 "dollars, when he arrive to the age of twenty
 "years of age. Eighthly, I give to my daughter
 "Martha A. Vandeventer, one hundred dollars
 "when she may arrive to the age of twenty one
 "years of age; This is to make the above named
 "children equal with Guston and Alexander
 "Vandeventer, that have all ready received a
 "hundred dollars each of them out of my
 "estate. Ninthly, I desire that my Executor shall
 "pay two thousand dollars, out of the moneys
 "that may fall due to my estate, in land where
 "ever my widow Martha Vandeventer, or children
 "may wish to locate them; and desire that
 "sum of money vested in ^{the} land, so purchased.
 "And that my wife Martha Vandeventer, shall
 "be the proprietor of the said land, as long as
 "she may remain a widow, to raise and take
 "care of, and school my children as she may
 "think best, also I give to my wife Martha
 "Vandeventer, six hundred and fifty dollars, if so
 "much remains after paying the above named
 "money or property to be disposed of. Also I give
 "to my wife Martha Vandeventer, my two wagons
 "and the gearings belonging to the same, and all of
 "my farming utensils, to dispose of as she may
 "think best, together with one yellow horse

"and one sorrel horse, and one set of Blacksmiths
 "tools and what cattle sheep and hogs, that I may
 "be seized and possessed of, and one more and colt
 "on the value thereof, that my son Guston Van-
 "deventer, has traded off as I have understood
 "with all my house hold and Kitchen furniture
 "and her saddle he has to dispose of as she may
 "think best; and the above named two thousand
 "dollars, to be vested in land, shall be equally
 "divided amongst my children namely, Guston
 "Vandeventer, Alexander Vandeventer, Elizabeth
 "Gery, Thomas Vandeventer, Ursula Vandeventer, Jane
 "Vandeventer, Robert Vandeventer, William Van-
 "deventer & Martha Ann Vandeventer, at the death of
 "my wife Martha Vandeventer. Lastly I do here
 "by nominate and appoint Larkin Vandeventer
 "my Executor. Witnessed. This will was
 "duly admitted to record, in the County Court
 "of Lee County, on the 21st day of January 1861
 "A copy of which said will is herewith filed
 "as part of this bill marker & under this
 "will the said Larkin Vandeventer Executor
 "qualified, and entered upon his duties as such
 "and partly executed the duties of his said office
 "All of which your orators will now proceed
 "to explain as briefly as they can. Immediately
 "after the said Executor, entered upon his duties
 "the said Martha Vandeventer widow, elected
 "to have the bequest of two thousand dollars, laid
 "out in the purchase of tract of land lying
 "in the S. W. part of this County, then owned
 "by one William Robinson, the said executor
 "after ascertaining her election, proceeded to stip-
 "ulate a purchase therefore, with the said Robinson

The said Robinson, proposed to sell the said
 executor his entire tract at the price of \$300.
 At this stage of the proceedings Huston
 Vanderenter, who had previously qualified
 as the guardian of all the minor heirs of
 the said William, proposed to the said
 Executor, to join in with him and use the
 means intended, to pay off the \$100. bequests given
 to his words, and purchase the whole tract
 at the price aforesaid, which was a cord
 and a title bond given by said Robinson to Martha, widow of said William Vanderenter, as
 by done. Your orator William George & Elizabeth
 his wife also advanced, the one hundred
 dollars, due them as in the said will men-
 tioned. The widow also made some advance-
 ments. Thus it will be seen that the sum
 set apart in the said will to raise the one
 hundred dollar bequests, was vested in in la-
 along with the two thousand dollar provision
 all in the same tract. Though variant from
 the will, subsequent events, have led your
 orators & oratrix to believe, that this was by
 far the best that could be done, as it was
 at the breaking out of the late war and
 in a locality where nearly all kinds of
 personal property, was consumed or destroyed
 by the ravages of the war. But after vesting
 all the proceeds that could be commanded
 as aforesaid, there still remain about \$30.
 unpaid, which is still unpaid, and for which
 the said Robinson, holds his vendors lien.
 Your orators here allege that there ~~there~~ are
 other small debts, owing from the said
 testator's estate, and that there is no person
 estate out of which to pay the same.

5 6
 Some of the heirs, to whom the legacies of
 one hundred dollars each one going, have now
 arrived at the proper age to receive the same
 and demands that the same be paid them as
 the will directs, others will soon be of proper
 age. As before alleged there is no personalty
 out of which your orator Sage can pay the same.
 Your orators now state that one of them William
 W. Gery, at the October ^{term} 1869 of the County Court
 of Lee County qualified as the guardian of
 Nancy Vanderenter, Robert Vanderenter, William
 Putnam Vanderenter, and Martha Ann Vanderenter
 all of the rest of the said infants having
~~attained~~ ^{attained} their majority; and the said Huston Van-
 derenter their former guardian having removed
 from this Commonwealth to the State of Ar-
 kansas, where he now resides, and thither
 nearly all the adult heirs one gone and going.
 To which said State, the said Martha, (widow),
 with the words of your orator, now desire
 also to remove. And in view of the debts
 hanging over the said estate, and the utter
 want of personal estate, to discharge the same
 Your orators considering when the same are
 paid out the last as they are advised it
 will be, how small a portion, of land to
 which his said words will be entitled is
 humbly of opinion that it will greatly enhance
 the interest of his words, to sell their respective
 portions or entire interest in said lands, and
 invest the proceeds in western lands, where
 their friends and family have nearly all settled.
 But your orator is advised that a trust of
 equity must be called in to aid him in his

his efforts, to thus better the condition of his said
 words. Your orators would here state for
 the information of your Honor, that the said
 widow Martha, desires so far as she is con-
 cerned, that her interest also be sold, ^{and}
~~claiming nothing, but a life estate, though the title is given to her~~
~~for her life estate, though the title is given to her~~
 for the
 sake of locating the younger children in
 the west, where the older members of her
 family, have settled. They also state that
 all the adult heirs consent have been
 given that the whole land be sold, proofs
 however, of all these ~~consents~~, will in due
 time be filed with this bill ~~and~~
 respectively "S" "P" & "C". Here your orators think
 proper to state that the said Larkin Vander-
 venter, has also removed from this commonwealth
 and now resides in the state of Tennessee, and
 your orator being sheriff and no one else
 taking out letters of administration on the
 estate of the said William Vandeventer, the
 same was at the October Term 1869, of the
 County Court of Lee County committed to
 the hands of your orator Sage, who alleges
 that there is no personal estate in his
 hands to pay the debts due from said
 estate. Your orator George, and Elizabeth his
 wife, now allege, they have the interest before
 stated of one hundred dollars, paid in said
 lands, that the said widow Martha waives
 and surrenders, her life estate, in the lands
 purchased by the Executive, with the two thousand
 dollars provided therefor, and that being the
 case they have right to partition of the same
 as among their co-heirs.

The object of this bill therefore is first
 Trust. That, in the event all the adult heirs
 give their consent, and the said Martha Vandeventer,
 widow of the said William, relinquishes
 her life estate therein; then that ^{the} whole and
 entire tract be sold together, that so much
 of the proceeds of sale as is necessary to pay
 the debts due from said estate, be turned over
 to your orator Sage, for that purpose, and he
 be deemed to apply it accordingly, that the
 residue be divided, among the parties entitled
 and that portion found due ^{the words of}
 your orator, be turned over ^{to your orator George and Elizabeth} and that he
 be directed to vest the same in lands in
 the State of Arkansas, or else where as the
 court may direct. 2^d Should ^{the} adults fail
 to give their consent, then that your orator's
 words interest be partitioned, and laid off
 separate from the adults, but all this ^(the infants)
 laid off ^{together} and your orator George directed to vest
 the same in western lands; and that this
 partition embrace their interest ^{in the two thousand}
 tract also, as the widow informs your orator
 that she is desirous for this to be done. 3^d Should
 this ~~case~~ fail to meet your Honors, view of
 the case, then that so much of land be sold
 as will pay the debts of the testator, and
 also the ~~debt~~, due William Robinson for
 said land, and for which he holds, the vendors
 lien, and then that the interest of your orator
 William George and Elizabeth his wife be partitioned
 and laid off and assigned to them to hold
 in fee simple. 4th That when the residue of
 purchase money is paid that the said William

Robinson, he decreed to convey in full simple
 the land so, sold by him to said heirs, or if
 he being a non resident, should he fail to do
 so then that a commissioner be appointed to
 convey for him the lands in this bill mentioned
 The premises considered your orators' ^{deorators} prayer
 is that Martha Vandeventer, (widow of William
 Vandeventer), Guston Vandeventer, Alexander Van-
 deventer, Thomas J. Vandeventer, Austin Miles
 Ursula Miles (formerly Vandeventer) wife of
 Austin Miles, Martin Vandeventer, Nancy Van-
 deventer Robert B. Vandeventer, William Putnam
 Vandeventer, Morhat A. Vandeventer (The last four
 are infants under 21) ^{and William Robinson} be made made parties
 defendants to this bill, and answer the same
 That the said Larkin Vandeventer, under an
 account of his office of executor, and ^{whether} whether
 or not, he has in his hands any personal
 estate belonging to the estate of his testator
 William Vandeventer. That a guardian ad
 litem be appointed for the heirs of the
 said infants, that he answer and protect their
 interest. And if your orators' ^{deorators} are in any
 way mistaken as to the manner or means
 of their relief then that your Honor grant
 after further and general relief. May the
 Commonwealth writ of spe. issue &c.
 and your orators will as in duty bound
 ever pray &c.

Hagan Pridemore
 for complainants.

1877. Could this year.
 1878. Could " "
 1879. Could " "
 1880. Could " "
 1881. Mr. Could.

" Aug. Could
 1882, Mr. Aug. Could
 1883 Mr. Aug. Could

William W. George & wife & da

Bill in Chr.

Martha Vanderwerker

Exhibit & filed

1870 Jan. Bill Filed & C. P. B.
 co. Non-Resident Depts. & C. P. B.
 Feb. Spent on home depts and
 Decree Vice as to them & C. P. B.
 for Order Publication
 March. Decree Vice Conf. as to
 home Depts. & C. P. B. Conf. & Decree
 to Non-Resident Depts
 Vice Conf. &
 by Piff.

Late Chk. 6.52
 J. B. W. 1.06
 Chk. 1.62
 A. 15.00
 S. 6.00
 C. A. L. 18.00
 C. A. L. 5.00
 P. 5.00
 58.20

Err Clerk 10.84 July 1881

14. 3.

To the Honorable John A. Kelly Judge of the Circuit Court
of Lee County Virginia In Chancery sitting.

Humbly complaining your petitioners
for himself and as guardian for
Thomas J. Vanderwerker, William P. Vanderwerker and
North A. Vanderwerker would respectfully shew to your
honor that heretofore one William H. Gray wife and others
filed a bill in this Honorable Court against the widow
and heirs of William Vanderwerker the object of which
was to sell a tract of land belonging to said Widow &
heirs, to this bill your respondents were defendants.
That by a decree rendered and pronounced in said
cause on the 17th day of May 1871 it was adjudged or
dered and decreed that said land should be sold and
A. L. Pridemore was appointed a commissioner for
the purpose ~~and that~~ afterwards the said com-
missioner did sell said land and one John
McWhitchead became the purchaser. thereof that
by a decree afterwards rendered in said cause
said sale was confirmed. That by another decree
rendered and pronounced in said cause, said
commissioner was directed to collect the pro-
ceeds of said sale and pay out the same to those
entitled thereto, That by said decree he was directed
and to each of his words
ed to pay to ~~each of~~ your petitioners the sum of
\$196.25 being their distributive share of the
proceeds of the sale of said land. But your pe-
titioners never have actually received a single
cent thereof although they have given to the said

Commissioner, ^{receipts} covering said sums. Your petition-
ers will here state to your honor how ^{they} come to give
these receipts and the reason of filing this petition.
The said John H. Whitehead the purchaser of said
land and a near relative of petitioners becoming
oppressed and unable to pay the purchase price
which he had agreed to pay for said land. entreat-
ed these petitioners who were not then needing ~~their~~
^{or the share or the share of his words} share ~~thereof~~ to suffer him to use it in completing
his purchase from said Commissioner and that
they should retain a lien upon said land for said
sums, this your petitioners did. That is the said
Thomas J. for himself and as guardian for his
^{his words} ~~petitioners~~ did. and the said Whitehead on
the 20th day of January 1874 executed his note to
the petitioners the said Thomas J. for \$208.72 that
being his distributive share and his other note to
said Thomas J. as guardian for Wm P & Martha
A Vanderwater for the sum of \$417.44 their share
of the proceeds of the sale of said land each
of which notes are payable one day after date
and they are wholly and entirely unpaid and
still due and owing to your petitioners and
^{they} files herewith copies of said notes as part here
of marked exhibit (A.1.) and at the same
time your petitioner Thomas executed receipts
to said A. L. Pridemore commissioner for said
above named sums. which receipts are filed

with commissioner Pridemore's report in said
cause of W^m Perry wife and others against North
Vanderwater and others still pending in this court
and to which reference has been made before and is
now here again made.

Your petitioners will here state that these receipts
enabled the said Whitehead to complete the payment
of the purchase price of said land. and Patrick
Hagan was appointed a commissioner for the
purpose and directed to convey said land to said
Whitehead whenever your petitioners the said Hagan
as should execute bond before the clerk of the cir-
cuit court of Lee in the sum of \$8000 as guar-
dian of the said W^m P & North A Vanderwater

Your petitioners will here state that said bond
has not been executed and that the land has
not been conveyed to the purchasers but that
the title is still in the commissioner. Your peti-
tioners ^{he and his words} is advised that ~~they~~ are entitled to be sub-
rogated to the rights of the said Commissioner
in as much as they paid for said Whitehead their
sums towards the purchase price of said land
is advised that ~~the~~ receipts given by him for
and your petitioners, W^m P & North A Vanderwater
~~on said land and as to that the payment made~~
~~to the said guardian was not a good payment~~
and they are entitled to enforce their title at once
your petitioners not being fully advised as to
whether ^{his} remedy is by petition or crossbill

3.24 Coffey pt 1877.
15.00

1877
2.41
18.00
41.31

Thomas J. Vandeventer
1876
1877
1878
1879
1880
1881
1882
1883

1876
1877
1878
1879
1880
1881
1882
1883

~~his~~ prayer therefore is that if considered as a petition
that a rule be granted ~~him~~ against the said White-
head to show cause if any he can why said land
should not be sold or a sufficiency thereof to pay your
petitioner the sum due ~~him~~ and his ~~coils~~ ^{coils} ~~as~~
is by cross bill ~~this~~ prayer is that this petition may
be treated as such and that the said ~~for~~ ^{for} the White
head may be made a party defendant and answer the
several allegations hereof on oath and especially whether
or not said notes were not given as part of the purchase
price of said land and as such a lien on said
land and that a sufficiency of said land be
sold to pay the claims of your petitioners and
mesdames in their special prayer then for
general relief they proper process issue to
Harrison & Co. for
Petitioners

This day Thomas J. Vandeventer personally
appeared before me and made oath that
the facts contained in the foregoing petition are
true and as far as they are in his own information
information of others he believes them to
be true. Given under my hand and seal
of the said Court the 10th day of August 1877.

Filed Sept 7th 1877.
James W. Orr, Clerk.
1876. Aug Rule & costs.
" Aug Decree for sale.
" Nov Costs.
1877. Mr. Aug & Mr. Costs.
1878. Mr. Aug & Mr. Costs.
1879. Mr. Decree & costs.
" Aug Costs.
" Mr. Decree & costs.
1880. Mr. Costs.
" Aug Decree & costs.
" Nov Costs.
1881. Mr. Decree & costs.
1882. Mr. Aug & Mr. Costs.
1883. Mr. Aug & Mr. Costs.
C. 7.81
A 15.00
S 18.50
Cenr. 18.00
Est. 41.31
49.31
3.11
3.24
Orr Co.

To the Honorable Judge of the Circuit
Court of Lee County, the joint and
several answer of Robert B.
Vanderwerker and William P. Vanderwerker
to a bill filed against these respondents
et als, by William M. Sago adm'r
and William M. Yeager wife et als, these
respondents, state that they are infants
of tender years, but over the age of 14-
and so far as they in their infantile
state can judge they are, willing
and anxious to have the object of the
plff's bill carried into effect, as they
humbly conceive that it is the best that
can be done, for them and their heirs
and to the extent they are able they give
their consent thereto - They prefer
a sale of their lands that they may
emigrate west with their mother -

Your respondents suppose that their
case, has been fully examined by their
guardians ad litem, and if any
proper defense was to be made they
suppose they would have made it
They ask this honorable court to
guard their infancy from imposition
and grant whatever may be best for
them and having now answered fully
they pray hence to be dismissed &c

Wm P. Vanderwerker

Sworn to before me the undersigned clerk of the Circuit

County of Lee County by Robert Vandewater and William
P. Vandewater this 16th day of May 1871.

James H. Orr, Clerk.

Vandewater's

ado {
Shawna

W. W. L. L. L.

Witness at New York 1871

James H. Orr, Clerk

To The Honorable John A. Kelly Judge of the
Circuit Court of Lee County -

The separate answer, of Martha Vandeventer
To a bill filed in this Honorable Court
by William N. Young wife et al -

This respondent, after saving the benefit
of all just and proper exceptions to said
bill for answer thereto says that she
is willing that her life estate in the
land mentioned be sold along with the
after lands mentioned in said bill -
This she does because she believes it
will promote the interest of her chil-
dren and all concerned: especially the
infants, who she desires to remove
among their other relatives and where
the proceeds of their estate may be
laid out in western lands, that are
now cheap & may in course of time
become valuable, she knows part
of the land will have to be sold to pay
the purchase money, therefore, and that
being a fact, she thinks a better sale
can be made by selling all together
and so far as she knows, all are
concerned are willing to this and
have given, their consent thereto
except Austin Miles & Ursula his
wife, who as she understands desires
for their and for that purpose, and to aid
him and his wife in getting along
in life she hereby gives her consent for

for him and his wife to use occupy and
enjoy what ever may become to them
of said land free from her life estate
provided the residue of the land be
sold - and she is willing for them
to have partition, of the same - and
Margaretta Vandeventer who has not
heretofore answered said ^{bill} ~~cause~~, she
states that she is his legally constituted
attorney, and her powers ^{as such} she files
here with and as his attorney she
consents for him to have his share
also sold - as to her rights as
concerns the infants she is informed
that Honorable ^{Court} as the peculiar
guardian ~~that of the infants~~ ~~is informed~~
will make whatever decree is just
and as to her rights, as among the
other adults she believes so far as
she is informed all except Miles &
his wife are willing upon a re-
investment of the proceeds to leave her
life interest therein to support
her declining years - and having
now answered she prays to be hence
dismissed with her costs -

Maya & Prudence
for deft - -

Virginia Lee County to wit
This day Martha Vandeventer personally appear-
ed before me and made oath that the
allegations of the foregoing ~~bill~~ ^{cause} are true as
far as made of her own knowledge and
as far as made in the information of others
she believes them to be true -

Given under my hand this 7th day
of September 1870 -

James H. Orr, D. C. Clerk

Martha C. Inceventer

ads } Answer.

William W. George

1870. Oct. Term. Filed,
John B. Wash, clk.

To the Honorable John A. Kelly Judge of the
Circuit Court of Lee County Virginia.

The joint answer of Austin Miles and
Ursula Miles his wife formerly Ursula Vandeventer
to the Bill of Complaint filed in this Court
by William W. Sage Sheriff and Admr. of William
Vandeventer deceased William W. Geary Guardian of
Nancy Vandeventer Robert B. Vandeventer William
Putnam Vandeventer and Martha A. Vandeventer
infant heirs of the Said William Vandeventer de-
ceased and Elisabeth Geary formerly Vandeventer
wife of Said William W. Geary against them and
others respectfully represent that they ~~do not~~ ^{as being insufficient in law or equity} gen-
erally to Complainants Bill, and if any further
Answer is required to Said Bill they for answer
thereto say that William W. Sage is not the law-
ful Administrator of the estate of William Van-
deventer deceased One Larkin Vandeventer was
appointed executor by the last will and Testament
of William Vandeventer decd. and qualified &
gave bond as such in the County Court of Lee
County and his authority was never revoked and
~~he is still alive and never resigned as Executor and~~
~~he is still in law the lawful personal representative~~
the subsequent appointment of the Said William W. Sage
Sheriff as administrator with the will annexed being
simply null and void. Your orator also alleges
that the Said William W. Geary is not the legal guar-
dian of the Said Minors as stated in Complainants
Bill the lawful guardian being one Houston Van-
deventer who was formerly appointed the true
and lawful guardian and his authority as such
has never been revoked nor has he ever resigned
^{and is still living} and therefore the latter appointment, ^{of Said William W. Geary as guardian} is simply
null and void and therefore your respondents

allege and state that William W. Sage not being the legal personal representative has no right to institute and proceed with this suit and your respondents further allege and state that the said William W. Yeary not being the legal guardian of the infant Complainants has no right to institute and proceed with this suit in his name and respondents further allege that Complainant Elisabeth Yeary being a married woman and wife of the said William W. Yeary has no right to institute and proceed with this suit in her name without joining her with her husband which is not done in Complainants bill he only having sued as guardian for the infants and not for himself and his wife nor even for himself alone and therefore these respondents claim and allege that neither of Complainants nor any part nor all of them together have any right to proceed in this cause as they have no right interest or control over the subject matter as stated in Complainants bill and their bill should be dismissed upon these grounds. Your respondents admit that the said William Vandewenter deceased made the will as alleged which was admitted to probate and your respondents claim the right to have the will carried out as to them which would make the estate indebted to respondents wife Ursula Miles in the sum of \$100.00 with interest since the 13th day of July 1867 that being the day when she became 21 years ^{of age} and when her legacy of one hundred dollars became due and which respondents allege has never been paid to them. Your respondents allege that they never gave their consent to investing the bequest of the one hundred dollars

in the land she the said Ursula being an infant and married woman all the time was incapable of giving her consent. Your respondents claim that they will not consent to the land being sold contrary to the will and claim their portion of the ^{land} but do not ask for a division without they could get the possession and title to their part but in case the defendant Martha Vandewenter Widow of the decedent would execute a conveyance to them of their part to take effect immediately then they would not object to a division of the lands.

Your respondents know nothing of the land trade entered into by which the \$2000.00 was invested and the additional thousand dollars but they understand the whole transaction was made with regard to good money and the bequests contained in the will were intended to be in good money as the will was executed and admitted ^{in record} before the commencement of the late Civil war but respondents admit that the land was purchased but it did not cost the executor really as much as \$2000. in good money, ^{in value} the payments having been made mostly in Confederate money. Respondents state that the amount of debts due decedents estate, ^{besides other property} as appears by the settlement of Larkin Vandewenter the executor on the 10th day of February 1861 was \$3280.00 but they cannot state whether or not there is now any personal assets belonging to said estate but your orators are informed that there is but little owing from said estate. Your ~~Orators~~ respondents will here state what they believe would be equitable and just in this case, ^{in case this bill is not dismissed for want of proper proof} first that the will should be carried out as to them and all the other parties who desire it, ^{and who were minors at the time of the land transactions} and that each heir that has not received

the legacy bequeathed to them ^{of \$100.} Should receive the same with interest from the times they become due and 3rd that as much as the said tract of land as was worth \$2000.00 in good money (not Confederate or State bank money) at the date of the purchase should be set apart for the land to be purchased under the will and the remainder to be disposed of under the will to pay the debts legacies bequests &c. and this these respondents ask may be done as to them And having answered they ask to be dismissed with their costs &c.

David Miller
for Respondents,

William W. Gary & wife
vs
Austin Miles and wife
his wife
Martha Vandewater
vs
John B. Mack, etc
1870 Oct 6th Filed

Virginia Lee County to wit Circuit Court Clerks office ^{Oct 6th 1870}
This day Austin miles personally appeared before me in my office and made oath that the foregoing answer of himself and Cornelia Miles his wife contains the truth to the best of his knowledge and belief

James W Orr D. Clerk of Circuit Court
of Lee County Virginia

To the Honorable John A. Kelly Judge of the Circuit
Court of Lee County.

The joint answer of Nancy Vandeventer Robert B.
Vandeventer William Pittman Vandeventer and Martha
A. Vandeventer infant Children and heirs of William
Vandeventer dec'd by David Miller their Guardian
ad litem to the bill of Complaint filed in this
Honorable Court by William W. Yeary and wife
and others respectfully represents that they are
infants under the age of twenty one years and
have not the judgment and discretion of persons
of maturer years but they reserve to themselves
now and at all times hereafter the benefit of
all just and proper exceptions to Complainants
bill and the Court of Chancery being the pe-
culiar Guardians of the rights and interests of
minors These defendants ask the protection
of the Court in any and all things that
affects their rights in the premises and they
ask the Court to require Complainants to pro-
ceed in this Cause as equity requires and they
neither admit nor deny the allegations contained
in Complainants bill but ask that they be re-
quired to make out their Case by legal evidence.

And having answered as fully as they are
advised it is material for them to answer
they ask to be dismissed with their Costs &c.
Fee of Guardian ad litem \$5.00 David Miller
Guardian ad litem

David Miller, Guardian ad litem for the above named
infant heirs of William Vandeventer dec'd this day made
oath before me that the ^{Statements} facts set forth in the above answer

are true to the best of his own knowledge & belief & so far
as they depend upon the knowledge of others he believes them to
be true
John B. West Clerk
Law Co. Cir. Court.

William M. Gray &
wife & others
Plaintiffs
vs.
Arthur of S. Miller
& others
Defendants
Guardians ad litem
of the said
Arthur of S. Miller
& others

To the Honorable John A. Will of Judge of the Circuit
Court of his County in chancery sitting

The answer of John M. Whitehead to the
petition filed against him in the chancery
causes of W. W. Geary wife and others against
Mortimer Vandevanter and others and John M. White-
head against Alexander Vandevanter now pend-
ing in this Honorable Court. by Thomas J. Van-
devanter for himself and as Guardian for
William P. & Mortimer A. Vandevanter.

This respondent admits that the land
in the petition mentioned was sold and that
he became the purchaser thereof and he
also admits that there is still due from him
the said several sums in the petition mention-
ed that is the sum of \$208.⁷²/₁₀₀ to the said Thom-
as J. Vandevanter and the sum of \$417.⁴⁴/₁₀₀ to said
Thomas J. as Guardian for W. P. & Mortimer A.
Vandevanter and that said sums bear inter-
est from 21st day of January 1874. Respond-
ent also admits that said notes were ex-
ecuted to each of them for their interest in
said land and is therefore a lien upon said
land and so intended to be at the time the
said notes were given and respondent has
no reason to urge why said land or a
sufficiency thereof should not be sold to
and pay for and account for said cause to be heard
satisfying said debts, and now having an-
swered as fully as he is called upon to answer.

he prays to be hence dismissed &c.

Virginia Lee County to wit

This day John M Whitehead personally appeared before me and made oath that the within answer is true Given under my hand this 5th day of September 1876.

James H Orr, Clerk.

John M Whitehead

ans } Answer

Thomas Vandewater

Filed Sept 8th 1876

James H Orr, Clerk.

W. W. Geary & wife et als, Plffs vs Martha Vandeventer et als, In chg,
The J Vandeventer Guardian Plff vs John M Whitehead et als Dft. - On Petition
in Chg.

These causes came on again this day to be further
heard upon the papers formerly read in the
cause, and the report & deed therewith of
C. T. Duncan Cour. this day filed in the
causes, and was argued by counsel,

On consideration thereof it is adjudged, ordered
and decreed that said report and the deed
therewith filed of Cour. Duncan, ^{to Ursula Whitehead the} he and ^{purchaser of the land sold in this cause}
the same is hereby confirmed, and the
said purchaser has leave to withdraw ~~from~~
~~the~~ said deed from the papers of this cause.

~~And nothing further remaining~~

And it is ordered that said purchaser
pay to said C. T. Duncan Cour. a fee of
five dollars for making said deed, and
nothing further remaining to be done in this
cause it is ordered that the same be stricken
from the docket.

W. W. Geary & wife et al.

vs $\frac{1}{3}$ Deane

John M. Whitehead et al.

Entered page 380

J. A. Syatt
clerk

Enter this

J. A. K.

Ms 29th 1884.

1888

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W. W. Garry wife & others Plffs

vs

3 Suckanaw.

Mortha Vanderoute & others Defendants

and

Thomas J. Vanderoute Guardian. Plff

vs

3 On Petition in Chcy.

John M. Whitehead

Def

This cause came on this 28th day of August 1880 to be again read upon the papers formerly read in the cause and the report of C. T. Duncan Special Commissioner filed in the cause on the 13th day of August 1880 and was argued by counsel. And it appearing to the Court that said report has been filed for more than ten days before the first day of this term of the Court and that no exceptions nor amendments thereto on consideration thereof said report is confirmed. and the Commissioner making said sale is directed to collect the bonds executed to him for the purchase price of said land as they all due and before proceeding to do so he will execute same before the Clerk of this Court in the sum of Ten Thousand dollars Conditioned to faithfully account for the money so collected by him he will report his action from time to time to this Court & these causes are continued.

W Wymy wife & also

78

Morthe Vanderwater
and

Thos J Vanderwater Esq

78-

John M Whitcomb

Deer

Enter & page 129

J R Stuckley Esq

67

Enter this deer.

Jan 4th

Aug 28th, 1880

Wm W Gary wife & others

vs

In Chancery

Martin Vandewater et al.

Attd

Thomas J Vandewater Guardian &c.

vs

In Petition in Chancery.

John H Whithead.

These causes came on this 3rd day of December 1879, to be again heard upon the papers formerly read the Report of Special Commissioner ^{C. T. Duncan} filed on the 16th day of November 1879, and the upset bid and bond of R. H. Spencer ^{and} Mc Donnell ^{as security} conditioned to cause said land at a resale ~~to be~~ to bring the sum off \$700.00 and was argued by counsel on consideration whereof the sale made by said Commissioner Duncan as shown in his report aforesaid is set aside and he is directed to resell said lands upon the same terms as directed in the former decree of sale. ~~Attesting the~~ same at the bid offered by said Spencer, he will require the purchaser to pay down in cash a sum sufficient to repay the former purchaser the sum paid by him to said Commissioner with its interest from the time of said payment and a sum sufficient to pay the costs and commission ~~on~~ and resale. He will report his action hereunder to the next term of this Court and this cause is continued.

Thos J Vandewater Center
75 ³/₄ Dec 1879
John M Whithead,

for Term 1879

Entered page 68,
Jas H Orr. Clerk.

Enter this Dec
for 2 A. N.
Dec 30, 87-9

Wm. H. George & wife et al. Plffs.
against

Martha Vandeventer et al. defts.
John M. Whitehead ... Plffs.

against

Alexander Vandeventer. defts.

Thomas J. Vandeventer Plffs.

against.

John M. Whitehead et al. defts.

Martha. Levett et al. Plffs.

against

John M. Whitehead defts.

Inch.

These
cases came on again this day to be
~~again~~ heard upon the papers formerly
read, and was argued by counsel - and
it appearing to the court that Champ
T. Hamblin administrator of the estate
of Robert Sims deceased, holds a
deed of Trust on the said lands,
and that Cowan & McCung holds a like
deed of Trust, and it further appearing
that there ^{is} a claim set up by certain
heirs of Wm Vandeventer deceased, for
part of the purchase money due
from John M. Whitehead, ^{et al.} Henry D.
Morgan one of the commissioners
of this court, ~~is~~ ^{is} to report

and report, 1st what amount of the purchase money due from John M. Whitehead, what amount he has paid and to whom? 2^d whether Martha ~~Crabtree~~ Crabtree widow of James Crabtree has any right of dower therein? and 3^d whether the infant heirs of William Vandeventer has a lien on said land for their portion; or whether their guardian Thomas Vandeventer is responsible therefor - 4th the priorities and amounts of the trust debts upon said lands and to whom due - He will state any matter required specially by either party or deemed pertinent by himself - He will give due notice to the parties or their counsel & report his return to this court at some future term and the cause is continued.

Wm. W. Young witness

against & receive

thus the Vandeventer

March 10/1878

Entered page 704

W. W. Young

Entered this
April 5 - 1878
page 704

Wm W. Gary & wife et al
against
Mertha Vandeventer et al. } Rich.

This cause came on again this day
to be heard upon the papers formerly
read in the cause, and the report
of A.L. Pickmore Commissioner
filed Nov. 2 1874, and was argued by
Counsel and it appearing to the court ^{that}
no exceptions has been filed to
said report which has been on file
more than 10 days on consideration
^{except as to so much thereof as refers to payment to the executor of the unpaid debts}
~~through~~ the same is confirmed - and
it further appearing from said re-
port that all the purchase money
has been fully paid in said cause
to the proper parties, and that John
M. Whitehead the purchaser is ^{will be} next
intituled to a deed for all of said
land including Alexander Vandeventer
share, ^{when the requirement herein after is complied with} the court directs that Pat-
rick & Hagan who is hereby ^{a guardian} appointed
for the said group shall have execution before the clerk of the court
for the purpose, execute to said White-
head purchaser as of said a deed
with covenants of special warranty
for the lands in the said bill men-
tioned and that said John M. Whitehead
him therefore the sum of \$3.50 and
no further action being necessary the cause
is stricken from the docket.

Commissioner shall report to court when cause, are cont.

It can not be which has been on file

Am W. Gumprecht

es Decree
Final.

Mary the Vincennes

Nov. 7 1874

†
John M. Whitehead

et al. Vincennes

Entered Order Book, page
377 + 378.

James H. Orr, Clerk

Enter this decree

Nov. 25 1874

3 su. ch. J. H. A. A.

1 Wm W. Yeary & wife et als Plffs } Duchy.
vs
Martha Vandewater et als - ... depts }

2 John M. Whitehead et al. } Duchy.
vs
Alexander Vandewater et al. }

On the suggestion of the plaintiffs in the first of these cases that since the last term of this Court Martha Vandewater one of the defendants in this cause has departed this life intestate, and that Wm W. Yeary has taken out letters of administration on her estate, on the motion of the plffs, and by leave of said court the cause is revived and ordered to be re-opened in against him. And by consent of the plaintiffs in each of these causes and for reasons appearing to the court, these causes came to be heard, together upon the papers formerly read in the cause, and the reports of master commissioner Henry I. Morgan filed Aug. 14. 1873 and the report of special commissioner A. G. Pickens filed 26. July. 1873 and was argued by counsel - and it appearing to the court that each of these reports has been filed among the papers of the first styled cause more than 10 days before the commencement of this term and no exceptions being filed thereto, the same is confirmed, and the arguments heretofore made by A. G. Pickens, commissioner are also confirmed, ^{in confirmation of his report} and he is directed to proceed to collect the purchase money due on sales of land to him, as comr. and pay out the same in accordance

with statement A.B. filed with Commissioner Morgan's
said report; praying to Wm W. Geary administrator of
the estate of Martha Vandewater deceased the sum
of \$87. as shown by said report. And it appearing
to the court that the plaintiff in the second styled cause
has a decree in his favor to sell the interest of the
said Alexander Vandewater's land one of the defendants
in the first cause, it is adjudged, ordered and de-
creed that the said Commissioner Prichard, pay
to John M. Whitehead the sum shown to be due
~~Alexander Vandewater~~
by Commissioner Morgan's statement A.B. - But
the said John M. Whitehead is not to have the
benefit of this decree, untill he shall have ex-
ecuted bond in the penalty of \$200. before the clerk
of this court, conditioned to perform, any future
order of this court in reference to said sum of
money directed herein to be paid to him - And
the said Commissioner Prichard will not pay
out any sums herein due to minor children
untill the future order of this court unless they
attain full age; and in collecting the purchase
money from the purchaser he will allow him
any valid payments he has made to any of the
adult defendants on sums due them, but in so
doing he will take in and file with his report to this
court the receipts, taken from such adult parties by
the said purchaser, satisfying himself of the genuineness
of said receipts; ~~and no further action herein necessary~~
~~he will submit his report~~

when the purchase money is fully paid him he will
convey by deed with covenants of said warranty the
lands so sold by him, ^{to the purchaser} and report his action from
time to time to this court and the cause is con-
tinued -

Am. W. George & wife et al

vs

Martha Vanderwerker.

John M. Whitehead

vs

Isaac Vanderwerker

} decree

Aug. 27, 1813.

Ex parte A. B. de, Book
page 294 & 296.

for use of the Court.

X

Center this decree.

Aug. 28, 1813.

for A. N. Kelly

Chas. W. George vs. wife et al's Defts
against
Martha Vandewater et al's Defts

The order of continuance heretofore entered in this cause is set aside, and the same shall be heard before the judge formerly read in the cause and the report of Special Commissioner A. L. Pickens and was argued by counsel, on consideration whereof the court is of opinion, and doth so adjudge, order and decree that this cause be referred to Master Commissioner Henry J. Morgan who shall proceed to ascertain, first - what sums are due from Martha Vandewater and to whom for the original purchase money, for said land heretofore sold by Commissioner Pickens. Then what sum is due her ^{as set forth in the pleadings in this cause} in her own right, and what sums are due each of the heirs of William Vandewater, deceased, and also whether the guaranties bond of the infant defendants ~~is~~ ^{are} good or not, and any other matters deemed pertinent by him or required by either party, and report to this Court at its next term to which time the cause is continued -

W. H. Yeary & wife et al.

vs } Decree -

Martha Canelevanter et al.

May 17 1873

Entered under Book

Page 2709271

James H. Orr Clerk

Enter this decree
May 17th 1873.
J. H. K.

John M. Whitehead - Plff.

Against -

Alexander Vandeventer - Def't

Inchey,
for foreign
Attachment

This cause came on this day to be heard upon the bill of the plff taken for confessed, and exhibits filed and was argued by counsel, and the court being sufficiently advised doth order and decree, that the plff recover from the defendant the sum of five hundred dollars, with interest thereon from the ^{18th} day of January 1867, and that, A. L. Pickens, be appointed a commissioner, whose duty it shall be after 30 days notice, posted on the front door of the Court House of this county, and in the neighborhood where the land lies, to proceed to sell on some court day at the front door of said Court House, on a credit of 12 & 3 years, the land in the bill mentioned and levied on by E. Anderson ad. for G. L. Samuels sheriff of said Co. or so much thereof as may be necessary to satisfy the requirements of this decree so much of the purchase money as may be necessary to pay the costs and commissions of the

~~And~~ will be required to be paid
down and paid out by him to the proper
officers of this Court -

But before the plaintiff shall have the
benefit of this decree, ~~he~~ shall enter
into bond with approved security before
the Clerk of this Court in a penalty
of \$1000 - , conditioned to perform any
future order or decree of this Court ^{upon the non-suit of defendant and making}
and the said Pickens or shall
report his action to this Court at
its next term and the Cause is
continued -

Wm. H. H. H.

decree

Wm. H. H. H.

Wm. H. H. H.

May 1, 1872

Entered into Book page
274.

James H. H. H.

Enter this decree

May 18 1872

J. H. H.

Case will be reported

William M. Gray vs. et al. Plffs
against
Martha Vandeventer et al. Defts } In by

This Cause Came on This day to be heard
on the papers, formally read and report of
Special Commissioner Auburn L. Pridmore
~~and~~ ~~advised~~ ~~the~~ ~~court~~ ~~to~~ ~~the~~ ~~1872~~.
And was argued by counsel. And it app-
earing by said report that the Com. Pridmore
sold the land in the bill mentioned on the
terms as prescribed by the former decree in
this Cause and the same was purchased
by John W. Whitehead at the price of
two Thousand Dollars for which he executed
his bond with security. And the Commissioner
having stated in his report that the land brought
a fair price and there being no exception thereto
the same is confirmed. And as it appears
by said report that the purchase has not yet
got the possession of the land purchased it seems
to the Court proper that the interest which has
accrued on the purchase from the date of sale
up till ~~the first day of March 1872~~ ~~the date of the sale~~ ~~and the same~~
~~and the same be not to be collected by said Commissioner~~
~~is ordered accordingly~~ ~~It is further ordered~~
that said Commissioner collect said purchase
money as soon as the same becomes due, and
before he makes collection he is ordered to execute
bond with security before the Clerk of this
Court made payable to the beneficiaries in the
penalty of \$2000 - Conditioned to disburse what
he may collect as this Court may order
and the Cause is continued.

Mr. W. George & wife & others

p. { Deane

More than Vanderwater & Co.

Entered under Book page 222
& 223.

James H. Orr. Clerk.

Enter the
J. H. Orr
May 1772

William H. Geary & Wife et als. Plff- }
Against } In chcy
Martha Vandeventer et als. Defts

On the motion of Austin Miles and Ursula Miles his wife defendants in this cause leave is granted them to withdraw their demurrer and answer to complainants, bills heretofore filed in this cause and and the same was accordingly by them withdrawn - And thereupon the cause came on again to be heard upon the papers formerly read in the cause; the report of Henry J. Morgan a commissioner in this cause & the depositions of witnesses and the joint answer of William P. & Robert Vandeventer and was argued by counsel & it appearing to the court, that the said commissioner's ^{report} has been filed in the cause more than 30 days before this term of the court and no exceptions having ^{been} filed thereto it is the opinion of the court, and it is so adjudged, ordered and decreed that the same, be confirmed; and it further appearing to the court, that the interest of the infants, and all parties will be promoted by a sale of the whole land, it is therefore adjudged ordered and decreed that Auburn L. Pickens a commissioner who is hereby appointed for that purpose, do after 30 days notice, posted on the front door of the court-house of this county, and in the neighborhood where the land lies, setting out time terms & place of sale do proceed on some court day, at the front door of the court house of this county to sell the entire tract of land in the bills mentioned on a credit of 12 months, except so much

as may be necessary to pay the costs of this
 suit and expenses of sale. which will be
 required to be paid down by the commissioner
 He will take ~~good~~ bond with good person-
 al security waiving home stead exemptions
 payable to himself as commissioner with
 interest, from date - and the case is continued -

Henry & Wife

vs
 Deane

North Carolina

May 2. 1871

Return 273. 1871.

W. H. H. H. H.

Enter this decree

May 19. 1871

W. H. H. H.

1111

193.44
 773.46
 38688
 46426
 193.44
 62986

William, George & wife et als pl. ffs } In chy.
against
Martha Vandeventer et als. depts.

On the motion of the plaintiffs David Miller is appointed Guardian ad litem for Nancy Vandeventer, Robert B. Vandeventer William Putnam Vandeventer & Martha A. Vandeventer - and upon his Motion leave is granted him to file his answer, which is accordingly done; and thereupon the cause came on to be heard upon the bill as confessed, as to the adult defendants, (publication having been duly made as to the non residents) and the answer of Nancy Vandeventer, Robert B. Vandeventer William Putnam Vandeventer & Martha A. Vandeventer infants by David Miller their guardian ad litem - and was argued by counsel, on consideration whereof it is adjudged ordered & decreed, that a commissioner of this Court, take & settle, the account of the executor, or executors, of William Vandeventer deceased - and ascertain, what amount of assets, are now available for the payment of debts in the hands of the present, administrator and what the former executor (if any there) owes; and also what debts are due & owing by the estate of William Vandeventer deceased; and especially what is due defendant William Robinson; and how much was advanced by the widow Martha Vandeventer in the purchase of the land in the bill mentioned; and how much by the executor & in what kind of funds each paid the same in; what is the present annual rental

value of the land, ^{what is} and also what would have
 been the present value of the \$100. of each infant
 under the will, ^{if judicially taken on the facts.} and any facts, tending to show the
 propriety of investing the \$100. devise of the infants
 in said land & the propriety of now selling the
 same, & re-vesting it. and any facts deemed
 pertinent by himself, or desired to be stated
 by ~~his~~ parties. And reports, his action
 to this court, ^{at its next term -} & the cause is continued

William M. Henry & Co.

by ~~his~~ counsel

Given the certificate
 May 2. 1870

1870

to this cause
 1870

Virginia:-

At a circuit court continued & held for Buchanan County, at the
court house thereof, on Friday the 29th day of August 1872.

W. H. Perry vs et al Piffs vs Martha Vanderwerker et al Defts: - In Chy.
John M. Whithead Piff vs Alexander Vanderwerker Deft: - In Chy.

++++

On consideration whereof it is adjudged, ordered & decreed that Leonie
Bridemore, proceed to collect the purchase money, and an sale of land to
him, as Leonie, and pay out the same in accordance with statement
"A. B." filed with Leonie Morgan's said report, paying to W. H. Perry
claim of the Estate of Martha Vanderwerker dec'd, the sum of \$400.00
as shown by said report. And it appearing to the court that the
petitioner in the second styled cause has a decree in his favor
to sell the interest of the said Alexander Vanderwerker's land, one
of the defendants in the first cause, it is adjudged, ordered, and
decreed that the said Leonie Bridemore pay to John M. Whithead
the sum shown to be due Alexander Vanderwerker by Leonie
Morgan's statement "A. B." But the said John M. Whithead
is not to have the benefit of this decree, until he shall have exe-
cuted bond in the penalty of \$200. before the Clerk of this court,
conditioned to perform any future order of this court, in
reference to said sum of money, directed herein to be
paid to him. And the said Leonie Bridemore will not
pay out any sums herein due to minor children
until the future order of this court, unless they attain
full age; and in collecting the purchase money from
the purchaser he will allow him any valid payments
he has made to any of the adult defendants on sums
due them; but in so doing he will take in and file with

his report to this court the receipt taken from such adult-
 parties by the said purchaser, satisfying himself of the
 genuineness of said receipt, when the purchase money is
 fully paid him he will convey by deed with covenants
 of Special warranty the lands sold by him to the purchaser,
 and report his action from time to time to this court
 and this cause is continued.

A copy

Levi. W. A. On Dec.

5
 11-11-1873

Copy of Decree

Wm. the Vanderwater

12-1-1873

Exchanged by delivering

to A. L. Proctor, as

one copy of the action

Wm. the Vanderwater

12-1-1873

Aug 1873.

A copy

Common Pleas Office Jonesville 1st July 25th 1870

William H. Geary wife & others

Plffs

against

Martha Vandeverter & others

Defts

In Chancery

The Deposition of Martha Vandeverter taken in the above cause before Henry J. Morgan com. in taking an account and making a report thereof touching the matters directed to be reported on in the said cause used the being duly sworn deposes and says

That the tract of land in the bill and proceedings mentioned was bought of one William Robinson at her request at the price of \$3000.00. That Larkin Vandeverter the executor of my ^{late} husband's Estate paid to the said Robinson as directed under and by the will of William Vandeverter deceased the sum of \$2000.00, this sum was made up of a note of \$1750.00 owing said Estate by two of the Devault Boys. Some money and a two horse wagon and two horses. My son Austin Vandeverter was appointed Guardian for 6 of my minor children to wit, Thomas, Ursula, Nancy, Robert, William P. and Martha A. Vandeverter, and as directed by said will the said Larkin Executor as aforesaid paid to the said Austin as Guardian aforesaid the sum of \$600.00 being the \$600 each bequeathed to said children by my deceased husband, And the said Austin as aforesaid paid to said Robinson the said \$600.00 received by him as aforesaid from said Larkin toward paying for the Robinson Land, My husband also bequeathed to his daughter Elizabeth now the wife of William H. Geary the sum of \$100.00 and this sum was paid to said Geary by said Larkin as executor as aforesaid, And the two payments before referred to made by said Larkin and Austin amounted in

the aggregate to \$2600.00 leaving yet due said Robinson \$400.00

I had some money of my own and borrowed the one hundred dollars of said Ryan, paid to him by said Executor and this sum together with \$150.00 of my own money I paid to said Robinson making \$2800.00 leaving yet a balance due said Robinson of \$150.00

These transactions all took place as well as I can now remember in 1861 and 1862. And on the 28th day of September 1868 I and the said Robinson settled and I executed to him my note for \$173.44 payable the first day of March 1869 which is the balance due him for said Land and further this instrument with note.

Martha ^{her} Vanderwater
Make

Sworn to and Subscribed before me

Henry J. Morgan Comr.

Wm. H. Morgan

as. } Depo.

Martha Vanderwater

(16)

A.C.

Commissioners Office Somerset, Nov. 21 1874
Wm. H. Green, wife & al. Exrs.

vs.

Martha Vandewater et al. Dfcs.

The deposition of John Vandewater taken in 1870 was
at the time of making a third report thereon and he
being duly sworn says -

As stated in my report, filed Nov. 2. 1874
1870, over all the money I ever received ex-
cept the cost, & commission and I paid out
the same as therein stated. I at different
times urged Mr. Whitehead to pay the purchase
money and finally informed him that suit
would be brought unless paid. He then came
to my office with receipts signed by several
of the heirs, which ones I do not now re-
member, but I refused to take them, unless
the parties named came before me and acknowl-
edge the payments, - This W. H. Green, and
Thomas Vandewater did, the said Thomas
representing himself as guardian of two of
his brothers & sisters, and signed the receipt as
such. He and the said Whitehead both stating
that he had given satisfactory bond to the court
for the purpose. I did not go, and examined
the records, Thomas Vandewater being on oath
of the records I did not for a moment sus-
pect he would act contrary to his interests
and Mr. Whitehead was then taken care of

one and I think the Committee as being
solved, and moreover as a reliable man
I was myself, cautious to have the position
before me so that an advantage would be taken
of the witness and this I thought was reasonable
if it be true, acknowledged before me as he
did that they had been paid. And upon that
statement, and that alone, I surrendered
Mr. Whitehead's note for the purchase money
I had no knowledge that Thomas Mansueta
had not given bond, or a bond that was
not good, or that he had not received
the money, and I should not have
surrendered the note to Whitehead. So far
as I now remember all the statements made
in my report of Nov. 2^d 1874, are true and
I adopt the same as part of that report
when I refer a reference to those transactions
accepted filed with my said report of
Nov. 2^d 1874, it will be seen that said
Thomas proposed to act as guardian, and I
am positive that I enquired of him and
said Whitehead if he had given the re-
quired bond & they both said he had
and said that was present when I gave up
to Whitehead his note upon his represen-
tations, and further I do not recollect
more.

O. S. Inglemore

The said Thomas Vandewater being sworn says
My recollection is that at the time I was before
Col. Pridmore and to which he refers in his
deposition, I said to him that John M. Whithead
wanted me to take his note for which was due
me, and my two words, and to give the Col.
a receipt, and the Col. then said to me, any
arrangement of that sort that you may make
with Mr. Whithead is all right with me so that
I can make a proper settlement with the court.

And the arrangement was made between
me and Whithead, by his giving me his notes
for the sum stated in my petition and answer
and I expected to Col. Pridmore the receipt
spoken of by him, but no money has ever been
paid me thereon by any one, it is possible however
that this conversation took place before the time
Col. Pridmore borrowed the purchase money
notes to John M. Whithead but at the exact time
I do not now remember, but I thought from the
way Col. Pridmore talked I would be safe in
pursuing the course which I had told him, ~~that~~
Whithead wanted me to issue and I accordingly
did so. My understanding was and it was the
agreement between me and said Whithead that
the said was to remain bound for the notes which
he had given to me for my interest and that of
my two words and the note of said John
thereupon being paid, and further this account with note.

J. F. Vandewater

Virginia Lee County Trust

It is hereby certified that the foregoing depositions of A. L. Prideman & Mrs. J. Vandewater were taken before me sworn to and Subscribed by them respectively, at the time & place mentioned in this certificate.

Henry J. Morgan Clerk

Wm. H. Morgan
10 { Depo.
J. Vandewater

A. L.

Virginia Lee County to wit this day.

~~John~~ personally appeared before me
and made oath, that, according to his information
and belief, that defendants, Gustav Vandeventer
Alexander Vandeventer, Thomas Vandeventer ~~Harkin~~
and William Robinson
Vandeventer, are now residents of the state of
Virginia - Given under my hand this 27th
27th Dec. 1869.

Henry J. Morgan, J.C.

Affidavit in
Vanderbilt
Case

Virginia Lee county to wit
This day John M. Whitehead personally
appeared before me and made oath that
Alexander Vanderwater is a nonresident
of this Commonwealth, and that he is
justly indebted to him for money paid
for him and for debts of the said Vanderwater
assumed to be paid for him, ^{the said Whitehead} and for which
he is bound the sum of \$500. with legal
interest thereon from the 18th day of May, 1870
till paid.

Given under my hand this 20th day of
John B. Hest, J. C.

Sept. 1870

John M. Whitehead

vs. Affidavit

A. Vandewater

Commissioners Office Jonesville July 25th 1870:

William W. Geary & wife & others Plffs.

against

Martha Vandewenter & others

Defds

In Chancery

To the honorable John A. Kelly Judge of the Circuit Court of Lee County.

By a Decree of your honor entered in the above styled cause on the 4th day of June 1870 the Subscriber as a court in this cause, was directed to State settle and adjust the accounts of Sarkin Vandewenter executor of the last will and testament of William Vandewenter deceased, to marshal the assets due said estate, and convene the creditors thereof, and other things not necessary now to rehearse, and having executed the said decree, on the 25th day of July 1870 and succeeding days thereafter, beg leave to submit the following report in explanation of my proceeding, filed under the said Decree.

On the 18th day of October 1860 the said William Vandewenter made and published his last will and testament, and some time between this and the 21st day of January 1861 the said William Vandewenter departed this life, and on the last mentioned day his said will was admitted to probate in the County Court of Lee County, a copy thereof is filed by the Plaintiffs with their bill marked as exhibit (X) a reference to which will show that the said William Vandewenter bequeathed to Elizabeth Geary one of the Plaintiffs in this cause the Sum of One hundred dollars to be paid to her on the first day of March 1863. And to Thomas P. Vandewenter, Arould Vandewenter, Nancy Vandewenter, Robert Vandewenter, William P. Vandewenter, and Martha Ann Vandewenter his six youngest children the Sum of One hundred

dollars each, to be paid to them respectively as they arrived to the age of twenty one years, and this says the testator is to make these children equal to their two brothers Houston and Alexander Vandevanter who have already received One hundred dollars each. The said Thomas Vandevanter is now over the age of twenty one years and this bequest is now due him.

The said Ursula some time ago intermarried with one Oscar Miles and she is now over the age of 21 years and the bequest made to her is therefore due and payable according to said will. The said Nancy is now years old, The said Robert is , The said William P is and the said Martha Ann is years old.

The said Will also provides that the executor thereof shall invest Two thousand dollars of the money that may come into his hands in lands whereever the widow of said testator or the defendant Martha Vandevanter and his said children may desire the same to be invested, and that the land thus purchased shall be held by his said widow as the proprietor thereof so long as she remains a widow for the purpose of raising taking care of and educating his said children in such manner as she may think best. And after the death of said widow the said land thus bought and held is to be divided equally between all of said testator's children.

The said will also provides that the executor thereof shall pay his said widow Six hundred and fifty dollars if so much as that shall remain after paying debts and the foregoing bequests. And the said testator also wills to his said widow all his stock house hold & kitchen furniture of every description so far as seen by the terms of said will.

On the 18th day of March 1861 Sarkin Vandewenter a brother of the said William and the executor named in the said will appeared before the County Court of said County, and qualified as such by executing bond as required by law, and from that time forward has acted as such executor.

A short time previous to his death, the said William Vandewenter sold his land lying on Wallens Creek to two of the Devaults for the sum of \$3250.00 and for this sum he held three separate bonds upon them, and these bonds being unpaid at the time of his death, as a matter of course went into the hands of the said Sarkin as his executor.

Beside these bonds there also came into the hands of said Executor a two horse wagon and two horses which he turned over to one William Robinson of whom he purchased a tract of land as provided for by said will, at the price of \$350.00 and these two items as far as I am informed constitutes the entire assets of said estate which went into the hands of said Sarkin as executor aforesaid, And upon this supposition or basis I have prepared a Statement of the account of the said Sarkin as executor of the said William and the same is filed herewith as a part of this report marked (A 131) by reference thereto it will be seen that I have charged the said Sarkin with said inventory of notes, and the said two horse wagon and two horses, amounting in the aggregate to \$3600.00 I then gave him credit for various sums disbursed by him as evidenced by vouchers numbered from 1 to 25 inclusive amounting in the aggregate to \$3508.18 leaving a balance in his hands unaccounted for of \$91.82 And not having previously allowed the said Executor

any Commission for his Services, I thought it but right that he should be paid something for his trouble and hence I gave him credit in the way of Commission for said sum of \$91.82 it being less than 3 per cent upon the fund which actually passed through his hands as such executor, and the credit thus given him as Commission entirely squares his accounts, and leaves nothing in his hands to be used or applied to other purposes.

I deem it proper here to remark, that on the 10th day of January 1866. This executor appeared before me as Commissioner of the County Court of this County and made an explicit Settlement of his said Executorial accounts, by which it appears that his testator's estate is indebted to him in the sum of \$429.83 for money advanced by him for said Estate over and beyond the assets received by him, But in that Statement of the accounts I did not charge him with said wagon and horses, and I gave him credit for 5 per cent Commission on \$3250.00 the whole fund then charged to him, which makes the difference in the account herewith Submitted, and the one made and filed in the County Court but the Statement of the accounts herewith Submitted, is the proper Statement of the same. And I will here add that the vouchers referred to and allowed as credits in said Statement (A B) are filed in the Settlement before referred to in the County Court.

It will be remembered that the said William Tinsdewenter directed that two thousand dollars of his money should be invested by his Executor in land where ever his widow and heirs desired to settle themselves, In pursuance of this devise his said widow and children purchased of One William Robinson a tract of

land lying about $\frac{1}{2}$ miles west of this place on the top of what is known as the chestnut ridge containing about 400 acres and is the same land mentioned by the plaintiffs in their Bill for which they undertook and bound themselves to pay the sum of \$3000.00 And as directed by said Will the said Larkin as the Executor thereof, paid to the said Robinson said two thousand dollars set apart for that purpose by the said testator, as is shown and evidenced by the first 5 vouchers allowed as credits in said account (A B) before referred to.

On the 16th day of June 1862 Houston Vandewenter was appointed by the County Court of this county Guardian for the said Thomas Ursula, Nancy, Robert R, William P. and Martha Ann Vandewenter and on the same day the said Larkin as executor of said Will paid to the said Houston as such Guardian the sum of six hundred dollars and took his receipt therefor which is allowed as a credit in said Statement (A B) as voucher No 14 And this payment thus made was no doubt intended by said Executor to be a discharge in full of the bequest made by the said William to the said 6 children, the wards of the said Houston But the will provides that the one hundred dollars given to each of them shall be paid to them respectively as they attain the age of 21 years. Has the executor by this premature payment discharged himself from further liability under the said Will? During the progress of the taking of this account and report, I thought it proper to take the deposition of Martha Vandewenter widow of the said William and the same is herewith filed marked (A C) from which it appears that the said \$600.00 paid by said Executor to said Houston

as the Guardian for said Wards was by him paid over to the said William Robinson toward the said tract of land purchased as aforesaid. The said Executor on the 20th day of September 1862 paid to the Plaintiffs William W. Yeary and Elizabeth his wife the Sum of One hundred dollars as shown by vouchers No. 19 in said account (A B) and this payment was made and received in discharge of the bequest made by the said William to Elizabeth Yeary which according to said Will was to be paid on the first day of March 1863. The deposition of the said Martha Shows the further fact, that she borrowed of the said Yeary wife the One hundred dollars paid to them by said Executor, and that she paid over the same to the said Robinson toward the said land. The said Will also directs as before stated that said Executor shall pay to said widow the Sum of \$650.00 if that much shall remain after the payment of other bequests. It appears from vouchers No. 6, 20, 21, 22, and 23 in said account (A B) that said Executor only paid said widow the Sum of \$469.00 instead of \$650.00 as authorized by the will, but I presume that the funds had become so far exhausted that he could pay no further sums and hence the failure.

Now the deposition of the said Martha Shows the additional fact that she out of her own means paid to said Robinson toward said land the further Sum of \$100.00 in addition to the \$100.00 borrowed by her from said Yeary wife, and paid as before stated to the said Robinson, and these various payments made to said Robinson by said Executor, said Guardian and the said Martha for said Yeary wife and herself amount in the aggregate to \$2850.00 which leaves a balance due said Robinson for said tract of land of \$150.00 exclusive of any interest, and these transactions all took place

according to the recollection of the said widow in 1861 and 1862.

On the 1st day of September 1868, the said Martha Vandewater and the said Robinson made a settlement in relation to this unpaid balance and by that settlement it was ascertained that there was due said Robinson the sum of \$193.44. To wit the said Martha in settlement thereof, executed a new note to him on that day, payable the first day of March 1869. And soon after this settlement was made the said Robinson left this county for the State of Texas. And left the said note in the hands of William H. Blokesmore for collection by whom the same was produced before me at the taking of this account, and the said note is herewith filed as a part of this report marked (A.D.)

The title to said tract of land has not been made to said widow and heirs, but I am informed that said Robinson before leaving this County made and acknowledged a proper deed therefor, and placed the same in the hands of said Blokesmore to be by him delivered to the proper parties for record whenever the balance of the purchase money shall have been paid.

From what has now been said it is manifest that there is an outstanding debt of \$193.44 due said Robinson for the balance of the purchase money of the tract of land in the bill mentioned with interest thereon from the first day of March 1869 which interest to the first day of September 1870 will amount to \$17.11 principal and interest to \$210.55.

The said Widow has invested in the said tract of land \$150.00 which she says was paid into the purchase price in 1861 or 1862. If she has the right, as it is claimed she has, through the interposition of a court of equity to enforce the payment of

this claim to her by subjecting said land to sale for that and other purposes, and if it is considered that she is entitled to interest thereon from the first day of January 1863, her said claim will amount in the aggregate on the first day of September 1870 to \$219.00.

The said William W. Yeary & wife having invested the bequest to the wife of said Yeary in the purchase of said land they now ask your honor as a court of equity by your proper decree in this cause to follow up said investment, and that you be decreed them out of said land in kind or that the land be sold, and they or ~~invested~~ ^{invested} out of the proceeds of the sale thereof, should the latter course be pursued, and they allow interest on their said investment from January 1863. Then this claim will amount to \$146.00 on the 1st of Sep 1870.

The bequests made to the 6 youngest children of the said William having been invested by their guardian the said Huston in the purchase of said land, and the guardian having removed to some of the western States without leaving any thing here to pay off and discharge his liability to his said wards, they have no alternative left them, but to pursue the investments made for them by their said guardian and to apply to a court of equity to make their claim available by enforcing payment out of said land, or allotting to each a portion thereof so as to make all equal the said investments considered.

The said Thomas and Ursula having attained the age of 21 years have a right to demand the payment of the devise made to them respectively with interest thereon from the time they arrived to the age of 21 years. And I suppose in the absence of any

proof that the said Thomas was 21 years old some 3 or 4 years ago, and if so there is some \$18.00 or \$24.00 interest already due upon the \$100.00 willed to him, and supposing the said Ursula to have attained her 21st year one year ago there is \$6.00 interest due upon the \$100.00 willed to her, and the other four will soon become due and payable especially that of Mary and Robert.

Now were these sums all due and bearing interest (as a part of them are, if they are legitimate charges at all,) they would in the course of a few years amount to a greater sum than the land in all probability would pay, when sold to the highest bidder, and if proper charges as I am inclined to think they all are, then and in that event the rents and profits of said land would not pay the same in 5 years, but from my knowledge of the same, if there are no other proper charges against said land except the purchase money yet due the said Robinson then I am of opinion that the rents and profits of said land will pay that debt in 5 years or perhaps in less time than that.

I think clear from the language of said Will that it was the intention of the testator that Two Thousand dollars of his money should be invested in real estate which was to be held and used by his widow during her life, and at her death the same was to be divided between all his children in equal proportions, I also think it equally clear that said testator intended that his seven youngest children should have the sum of One hundred dollars each out of his estate in order to make them equal to the two oldest sons who had already received of him that sum. We have seen how these sums have been paid, and we have also seen that instead of buying

William H. Geary & others

vs } Comm. Reports
3

Martin Vandewater & others.

Received and filed Aug 29-1870

John B. West Clk

.. Comm. Fac for this acct is \$18.00
+ fac bill made out for same

Nett Amt of Sales of lands in the hands of Comr.
 Pridemore, after paying costs of suit, as shown by his Report
 of May 1st 1872 in the case of Wm. N. Yeary & wife et al. vs. Martha
 Vandervoort et al. which bears Int. from the 17th day of July 1871 this sum 1892 00
 By this sum to be paid Wm. Robinson, purchase money to July 17th 220 03
 " this amt estimated for additional costs 6 00
 " " sum to pay for this account and Report 12 00 238 03
 Leaving to be distributed between two Clases of Creditors this sum \$1653 97
 Wm. Vandervoort's Ex. paid for purchase of the land sold
 \$2000.⁰⁰, there is, therefore, of the above sum to be paid
 to those entitled to the remainder, after the life-estate
 of the widow, this sum 1160 97
 The widow of said Vandervoort, Wm. Yeary & wife
 + the Guardⁿ of six youngest children of said Vandervoort
 paid into the purchase price of the land sold \$850.⁰⁰
 there is, therefore, out of the above sum to be paid them this sum 493 00 1653 97

Special Statement No. 1.

This sum to be paid widow, Yeary & six youngest children			493 00
The said widow " into purchase price of land sold	150 00	87 00	
" " Yeary wife " " " " "	100 00	58 00	
" Guard ⁿ for Tho. Vandervoort " " " " "	100 00	58 00	
" " " Ursula " " " " "	100 00	58 00	
" " " Nancy " " " " "	100 00	58 00	
" " " Robt R " " " " "	100 00	58 00	
" " " Wm P. " " " " "	100 00	58 00	
" " " Martha Ann " " " " "	100 00	58 00	493 00

For further Statement see next page

Special Statement No. 2.

This sum to be paid those entitled to the remainder, after the life estate of the widow

B, this sum to be paid Houston Vanderveer, one of said M ^{rs} H ^{rs}	128 99 ² / ₃				
" " " " " Alex ^r " another " " "	128 99 ² / ₃				
" " " " " "Eliz th Yeary's Husband " " " "	128 99 ² / ₃				
" " " " " "Thos. P. Vanderveer " " " "	128 99 ² / ₃				
" " " " " "Ursula " " " "	128 99 ² / ₃				
" " " " " "Nancy " " " "	128 99 ² / ₃				
" " " " " "Robt " " " "	128 99 ² / ₃				
" " " " " "M ^{rs} P. " " " "	128 99 ² / ₃				
" " " " " "Martha Ann " " " "	128 99 ² / ₃	1160 97			

Special Statement No. 3.

All sum in Com^r Pridemore's hands after paying costs of suit & bal. of purchase money, see 1st page

This sum to be paid Houston Vanderveer as above

" " " " " Alex ^r " " "	128 99 ² / ₃				
" " " " " "Yeary's wife. See Spec. Statement No. 1	58 00				
" " " " " Same " " " 2	128 99 ² / ₃	186 99 ² / ₃			
" " " " " "Thos. P. Vanderveer " " " 1	58 00				
" " " " " Same " " " 2	128 99 ² / ₃	186 99 ² / ₃			
" " " " " "Ursula Vanderveer " " " 1	58 00				
" " " " " Same " " " 2	128 99 ² / ₃	186 99 ² / ₃			
" " " " " "Nancy Vanderveer " " " 1	58 00				
" " " " " Same " " " 2	128 99 ² / ₃	186 99 ² / ₃			
" " " " " "Robt. Vanderveer " " " 1	58 00				
" " " " " Same " " " 2	128 99 ² / ₃	186 99 ² / ₃			
" " " " " "M ^{rs} P. Vanderveer " " " 1	58 00				
" " " " " Same " " " 2	128 99 ² / ₃	186 99 ² / ₃			
" " " " " "Martha Ann Vanderveer " " " 1	58				
" " " " " Same " " " 2	128 99 ² / ₃	186 99 ² / ₃			

This sum due the widow out of the other fund, as shown in Spec. Statement No. 1, on acct of \$150.⁰⁰ paid by her into said land, she having recently died

87 1653 97

To Hon. J. M. Kelley, Judge of Cir^t Court of Lee Co.

At the suggestion of your Honor and Counsel, I have prepared the foregoing statements in lieu of Statement (A B) filed with my second Report, made in the case of William Yeary et al vs. Martha Vanderveer et al. This Statement was made with a view of setting apart \$87.⁰⁰ which was shown to be due Martha Vanderveer on account of \$150.⁰⁰ invested by her in the land sold, she having recently died owing some small debts, it was found to be necessary that the sum due her should go into the hands of her Adm^r with which to pay the same, whereas in my former Report said sum was blended with the Reversionary Int of the heirs in the proceeds of the sale of lands.

Now, by these Statements it is ascertained that Com^r Pridemore will pay to each heir, out of the fund in his hands, after paying the balance of the purchase money and costs, as follows: to Houston Vanderveer \$128.99 ²/₃; to Alex^r Vanderveer \$128.99 ²/₃; to Yeary's wife \$186.99 ²/₃; to Land^r for Thos. Vanderveer \$186.99 ²/₃; to same for Ursula \$186.99 ²/₃; to same for Nancy \$186.99 ²/₃; to same for Robt. R. \$186.99 ²/₃; to same for M^{rs} P. \$186.99 ²/₃; and to same for Martha Ann Vanderveer \$186.99 ²/₃, and he will also pay to M^{rs} W. Yeary, Adm^r of Martha Vanderveer dec'd the sum of \$87.⁰⁰ And when these sums shall have been paid by said Com^r, together with the purchase money, and additional costs of suit, then he shall have disbursed all the funds in his hands arising from the sales of the lands in the Bill mentioned.

All which is respectfully submitted

H. J. Morgan, Com^r &c.

Wm H. Yeary & wife et al.

vs } 3rd Comr's Report.

Martha Vanderveker et al.

Filed Aug 27th 1878.

James W. O'Connell

A.B.

1862		Larkin Vandeventer Executor of William Vandeventer deceased		Dr	
		To the Heirs and Legatees of said Estate			
March 20th	To this Sum for Inventory of notes due said Estate			3250	00
"	to this Sum for the value of a two horse wagon & two horses not sold but paid over as cash to William Robinson			350	00
Total amt of Debits March 20th 1862.				3600	00
1	by this Sum paid William Robinson for land.		300	00	
2	" " " paid Same " land.		1250	00	
3	" " " paid Same " "		25	00	
4	" " " paid Same " "		335	00	
5	" " " paid Same " "		90	00	
6	" " " paid Martha Vandeventer		130	00	
7	" " " paid James of Conner his acct.		5	25	
8	" " " paid Ward & Libbey		36	99	
9	" " " " E. B. Spencer on acct.		25	00	
10	" " " " William Andrie		8	72	
11	" " " " H. Bayler & Son their acct.		73	00	
12	" " " " Burwell Burckitts note		12	75	
13	" " " " Joel Seedy note		122	00	
14	" " " " Huston Vandeventer Guardians for minors		600	00	
15	" " " " William Davidson acct		13	07	
16	" " " " M. D. Richmond "		12	50	
17	" " " " Same " "		2	80	
18	" " " " Same Richmond & Co. "		20	20	
19	" " " " Mrs W. Geary & wife an heir		100	00	
20	" " " " Martha Vandeventer widow		100	00	
21	" " " " Same " "		155	00	
22	" " " " Same " "		60	00	
Amt Credits Carried Forward.			3477	38	

Amount Debits Brought Forward . . . 36 00 00

Am't Credits Brought Forward . . . 3477 38

23 By this Sum paid Martha Vandewinter widow 24 00

24 " " " " Clerk's fee bill 3 80

25 " " " " Com^r for Settlement in Co. Court 3 00

" " " " for Commission to Square acct. 91 82 36 00 00

Sarkin Vandeventer Ex^r of
William Vandeventer decd

Statement of his account

as such Executor

(AB)

Virginia

In the Circuit Court of Lee County the 4th day of June 1870
William W. Peary & wife, & others Plffs

vs
Martha Vandeventer and others Defs. { In Chancery

This cause came on this day to be heard, and among other things, It was adjudged, ordered and decreed, that a Commissioner of this Court, take state and settle the accounts of the executor of William Vandeventer dec'd. and ascertain what amount of assets are now available for the payment of debts either in the hands of the former executor or of the present Admr. Also what debts are due and owing by the estate of said William Vandeventer, and especially the sum due William Robinson and how much was advanced by the widow Martha Vandeventer for the purchase of the land in the bill mentioning, and how much thereof by the executor, and in what kind of funds the same was paid, What is the present amount and estimated value of the said land, and what would have been the present value of the proc. due to the infants under the will if it had been judiciously loaned on interest, and other facts tending to show the propriety of investing the said proc. due to said infants in said land, and the propriety of now selling the same and re-investing the proceeds thereof.

Notice

On Monday the 25th day of July 1870 at my office in Leesville, I will proceed to execute the said decree and the said executor, and the present Admr, the Creditors of said estate, and the parties to this suit are requested to be then present, with such evidence as each may deem material to the attainment of the objects in view.

July 11th 1870

Henry L. Morgan Commr

Huston Vandeventer

Virginia

In the Circuit Court of Lee County the 4th day of June 1870
William W. Neary & wife & others Plffs.

vs

Martha Vanderenter and others Defts.

In Chancery

This cause came on this day to be heard, and among other things, It was adjudged, ordered and decreed, that a Summary of this Court, take state and settle the account of the executor of William Vanderenter dec'd., and ascertain what amount of assets are now available for the payment of debts either in the hands of the former executor or of the present Adms, Also what debts are due, and owing by the estate of said William Vanderenter and especially the sum due William Robinson, and how much was advanced by the widow Martha Vanderenter for the purchase of the land in the bill mentioned, and how much thereof by the executor and in what kind of funds the same was paid, What is the present annual rental value of the said land, and what would have been the present value of the \$100. doing to the infants under the will if it had been judiciously loaned on interest, and other facts tending to show the propriety of investing the said \$100. doing to said infants in said land and the propriety of now selling the same and reinvesting the proceeds thereof.

Notice

On Monday the 28th day of July 1870 at my office in Leesville. I will proceed to execute the said decree and the said executor, and the present Adms, the Creditors of said estate, and the parties to this suit are requested to then present, with such evidence as they may deem material to the attainment of the object in view.

July 11th 1870

Henry L. Morgan Comr

Sarkin Vandewater

Virginia

In the Circuit Court of Lee County the 4th day of June 1870

William W. Morgan wife & others Plffs

vs
Martha Vandeventer and others Defs

In chancery

This cause came on this day to be heard, and among other things, It was adjudged, ordered and decreed, that a Commissioner of this Court, take State and settle the accounts of the executor of William Vandeventer dec'd. and ascertain what amounts of assets are now available for the payment of debts either in the hands of the former executor or of the present Adms. Also what debts are due, and owing by the estate of said William Vandeventer, and especially the sum due William Robinson, and how much was advanced by the widow Martha Vandeventer for the purchase of the land in the bill mentioned, and how much thereof by the executor, and in what kind of funds the same was paid, What is the present annual rental value of the said land, and what would have been the present value of the \$100. devise to the infants under the will, if it had been judiciously loaned on interest, and other facts tending to show the propriety of investing the said \$100. devise to said infants in said land, and the propriety of reselling the same, and re-investing the proceeds thereof.

Notice

On Monday the 25th day of July 1870 at my office in Jonesville, I will proceed to execute the said decree, and the said executor, and the present Adms, the Creditors of said estate and the parties to this suit, are requested to be then present with such evidence as each may deem material to the attainment of the objects in view.

July 11th 1870

Ferry L. Morgan Commr

Thos Handwritten

Virginia

In the Circuit Court of Lee County the 4th day of June 1870.

William. W. Yearys wife & others

Plffs

vs

Martha Vandrenter and others

Defts

In Chancery

This cause came on this day to be heard, and among other things, It was adjudged ordered and decreed that a Commissioner of this Court, take State and settle the the account, of the executor of William Vandrenter's estate and ascertain what amount of assets are recoverable for the payment of debts, either in the hands of the former executor or of the present admor, Also what debts are due and owing by the estate of said William Vandrenter, and especially the sum due William Robinson, and how much was advanced by the widow Martha Vandrenter for the purchase of the land in the bill mentioning and how much thereof by the executor, and in what kind of funds the same was paid. What is the present annual rental value of the said land, and what would have been the present value of the \$100, during to the infants under the will if it had been judiciously loaned in interest, and other facts tending to show the propriety of investing the said \$100 during to said infants in said land and the propriety of not selling the same and re-investing the proceeds thereof.

Notice

On Monday the 28th day of July 1870 at my office in Leesville, I will proceed to execute the said decree and the said executor, the present admor, the creditors of said estate and the parties to this suit as well as all others having an interest in this suit are requested to be then present with such evidence as each may deem material to the attainment of the object in view.

July 11th 1870

Henry L Morgan Smr

Virginia

In the Circuit Court of Lee County, the 4th day of June 1870
William H. Geary & wife vs. others

Depts.

Martin Vandewater and others

Benefits

In Chancery

This cause came on this day to be heard, and among other things
It was adjudged ordered and decreed that a commissioner of this
Court, take State and settle the accounts of the Executor of William
Vandewater decd. and ascertain what amount of assets are now
available for the payment of debts, either in the hands of the executor
-tor or of the present adminr also what debts are due and owing by
the estate of said William Vandewater and especially the sum
due William Robinson, and how much was advanced by the widow
Martin Vandewater, for the purchase of the land in the bill mentioned
and how much thereof by the executor and in what kind of funds the
same was paid, what is the present annual rental value of
the said land, and what would have been the present value of
the \$100.00 devise to the infants under the will if it had been judiciously
loaned on interest and any other facts tending to show the propriety
of investing the said \$100.00 devise to said infants in said land and
the propriety of now selling the same and reinvesting the proceeds thereof
of.

Notice

On Monday the 15th day of July. 1870 at my office in
Fayetteville, I will proceed to execute the said decree and the said
Executor, the present adminr the creditors of said estate, and the parties
to this Suit as well as all others having an interest in this
Suit are required to be there present with such evidence as
each may deem material to the attainment of the object of this

Henry J. Morgan Comr.
July 11th 1870

Copies

William H. Gary vs

vs $\frac{1}{3}$ Notice

Martin Luther King Jr.

Jan. 25th 1870

Executed by delivering
a true copy of
the within to William
Gary and to the
pendent on the 15
David Miller and Oscar
Miller Thomas and daughter
Larson and daughter and
Huston and daughter not
found in the common
wealth

J. Miles 75

To the Honorable John A. Kelly Judge of the Circuit
Court of Lee County

Wm W Gray wife & others
against
Martha Vandewater et al

} In Chancery

Your Undersigned Commissioner has leave to state
that in obedience to the decree rendered in this
cause he sold after due advertisement on the 17th
July 1871 at the Court door of the Court house of
this County, the same being Court day, the land
in the bill mentioned, at which sale John M
Whitehead became the purchaser at the price of
two Thousand Dollars of which sum the purchaser
paid the costs which amounted to \$107.20, one
hundred and seven dollars twenty cents, and
for the residue he with the purchaser with
Chas H Hamblin and Samuel A. Ford de-
scribed their bond payable twelve months after
date bearing interest from date, Your Commissioner
thinks that the said land sold at a fair
and reasonable price - He thinks it proper further
to state that the purchaser has not yet got into
the possession of said land and for this reason he
claims there should be a release of the interest ~~of~~
on the purchase money ^{until} the time of the
confirmation of this report - which Your Commis-
sioner thinks would be right. Respectfully Submitted.
Oct 2nd 1871 J. L. Pridemore Commissioner

ppm 17 Year, with notes

10 { ~~Account~~ Report

for the Penderewas 1706

1871. to the same. 1706
Sub-M. and 1706

4
To the Honorable John A. Kelly Judge
of the Circuit Court of Lee County Va.
The undersigned would respectfully
report that upon the 17th day of July
1871, in pursuance, of a decree heretofore
directed to your commissioners he offered
for sale in front of the Court House
door, having previously advertised, the
lands, owned, jointly by the widows of
the late William Vandeventer and his heirs.
Since the institution of pl. ff's suit John
M. Whitehead has filed a foreign attach-
ment against the share owned by Alexander
Vandeventer, one of the heirs, I therefore
sold his share subject to any claim that
might have been acquired by reason of
the coming out of said attachment, when
Mr. Whitehead became the purchaser at
the price of \$2000. which from all
your commissioners could learn was
a fair & full price, at least all the
adult heirs so far as he is able to
learn is well satisfied - The said
Whitehead paid to your Commissioners
the sum of \$69.00, which he applied
to the Costs and Commissions of sales as
follows, He retained the legal fee \$15.00
and Commissions on \$2000. 49.00
and paid to David Milinquauchitem 5.00
He also paid the officers of Court their

his receipts of which will be filed
The said purchaser then entered into
bond payable twelve months after date
with interest from date in the sum
of \$1872. with Champ Hamblin and
Samuel Oxford as his securities therein -
which your Commissioner deemed per-
fectly good. The said Whitehead
claims to your Commissioner that the
Heirs of said estate were unable to put
him in possession immediately after
sale, and that he ought not to have
to pay interest while thus out of posses-
sion - nothing was said about the growing
crop then on the place, and the sale
being made in July it could not
be supposed that the purchaser could
be at once invested with possession
but if he was as he alleges kept
out of possession during seedling time
in the fall then your Commissioner
thinks it obviously just that no interest
should be charged against said Purchaser
until he was put into possession
See Whiteheads affidavit - Your Com-
missioner is confident he could not
at the time or now make a better
sale than he did - and respectfully
submits Confirmation

Respectfully &c

A. L. Tidmore
Commissioner

May 10 1872

J. L. Pickens Am

Report-

Young & Co Vandaloveries

Filed May 1st 1872.

James H. Cox. Clerk.

May 1st 1872

Know all men by these presents
that I William Robinson and Heirs and family bound to Martha Vandeventer
in the just and full sum of five thousand dollars well and truly to be
made.. The condition of the above obligation is such that whereas
the said William Robinson has this day bargained and sold a certain
piece of land to the said Martha Vandeventer lying and being
in Lee county State of Virginia containing four hundred acres
being the same more or less. and bounded as follows. *(Viz)*
beginning on a white oak and chestnut oak thence $N 110^{\circ}$ poles crapping
a spring branch to a large chestnut oak. and dogwood. thence $S 22^{\circ} E$.
 85 poles to a chestnut and dogwood and small hickory. thence $S 75^{\circ} W$. 20 poles
to a black oak on Belfours line and with said line $S 46^{\circ} E$. 110 poles to
three black oak saplings corner to said Belfours land thence $S 29^{\circ} E$.
 108 poles to a forked dogwood. and white oak. Corner to William Cox.
 $S 45^{\circ} E$ 136 poles. to a spotted oak dogwood and sourwood. near a path
on Hullards line with said line $N 29^{\circ} E$. 120 poles to a post oak. poplar
and beech. corner on the top a bridge corner to said ~~Hullards line~~ and
Duke Coveys and with Coveys line $N 60^{\circ} W$ 38 poles. to a black oak and
two sourwoods $S 58^{\circ} W$. 42 poles to a white ^(oak) and maple $N 32^{\circ} W$ 235 poles
to a rock and stake. thence ~~a strate~~ line 40 poles. to a chestnut oak
on the north side of a ridge corner of Duke Coveys on a line of Noble Coveys
land. thence a strate line to the beginning; so as to include four hundred
acres ~~to~~ the same more or less. for the sum of three thousand dollars.
payable as follows. seventeen hundred and fifty dollars. ~~payed in cash~~
~~and~~ to become due one day after-date. and one not of twelve hundred
and fifty dollars. on E. J. Davault and S. V. and S. W. Davault due ~~on~~ first
day of march ~~eighteen~~ hundred and ~~thirty~~ three ~~int~~ but payed in good current
money of the State if the said William Robinson shall make or caused
to be made a good and sufficient deed to the said Martha Vandeventer
then the above obligation to be void and cease to remain in full force and virtue
giving under my hand and seal this 8th day of march 1861.

William Robinson *(Seal)*

"N"

Bond

By William Robinson

To the Honorable John A. Kelly Judge of the
Circuit Court of Lee County,
The undersigned who was heretofore appointed
a commissioner in the cause of William M.
Geary & wife & others against Martha Handwerker
and others, begs leave to report, that since his
last report, he was by a decree of this Hon-
orable Court, ^{entered on the 17th day of May 1881} directed to proceed to collect the
purchase money when the same fell due, the
same having become due, after several un-
satisfactory efforts, your Commissioner instituted suit
against the purchaser and his security therein, and
they have since paid your Commissioner over
or about the 1st of May \$500. which is now
in his hands; and ^{against} some difficulty in
disturbing. The amount to be paid to the plaintiff
as guardian is not ascertained, nor indeed is
any certain amount shown to be due, any one
of the parties, there are also some debts due
^{on said land, under the purchase by Martha Handwerker}
~~from~~ the purchase money, which must first
be paid, but the amount is uncertain; your
Commissioner is informed that the said John
M. Whitehead (the purchaser) has made various
payments, to the parties, which when properly
shown should be allowed him as credits -
your Commissioner therefore, respectfully
suggests the propriety of, referring the matters
to a commissioner to ascertain, and report
so that the exact sums may be ascertained

In the mean time, he begs to be informed as to
 the disposal of the money already in his hands
 It would, as it seems to your Commissioner
 be proper also to ascertain, the Assent of
 the Guardians before payment of the
 infants funds, over to him - all of which is
 respectfully submitted -

May 1st 1873

A. L. Pierson
 Commissioner -

Wm. J. Perrywick

Report of
 the Guardians

for the Wardens of the

Wardens of the

Wardens of the

Wardens of the

To the Honorable John A. Kelly Judge of
The circuit court of Lee County Va.

The undersigned commissioner begs leave
to state that in the case of Wm. M. Yeary wife
Sather v. S. Martha Vanleverer - Your com-
missioner since the last term of this court
collected from John M. Whitehead, \$500 -
on sales of land from him and he has obtained
judgement for the residue - Charles L. Hamblin
sheriff adms. of Wm. Robinsons held a note on
Martha Vanleverer for the purchase money,
which had to be paid in full, and was allowed
by Commissioner Morgan's report, and although
that report had not been confirmed your
commissioner deemed it best to pay said
Hamblin and thus save interest, and accordingly
he paid the said debt of Wm. Robinsons estate
which on the day of settlement amounted to \$241.80
The receipt therefor is herewith filed marked 1

By Commissioner Morgan's report, the amounts
due each heir is also shown, and Susan Miles
and Ursula his wife gone to Benjamin F. Kincaide
in the latter's lifetime an order for \$117. . and
to Horsey F. Horton an order for \$20. Your com-
missioner thought it best to pay these claims,
rather than hold the money in his hands and
allow interest to accumulate on the debts,
and he accordingly paid the same and files

The receipts therefor, His action in the sum-
 ises were in advance of the action of the
 court, but he felt authorized to do so since
 it was plain how the fund should be paid
 and he did not like to hold the fund in
 his hands so long: All of which is respect-
 fully submitted -

July 23 1873 S. L. Pickmore Esq.

S. L. Pickmore Esq.

S. L. Pickmore

Wm. H. Newby & wife et als
 vs. The Trustees of the

Paid July 26th 1873

Wm. H. Newby

Commissioner's Office, Jonesville 7th May 30 1873
William W. Yeary & wife et als..... Plaintiffs

vs.

Martin Vanderwerker et als..... Defendants

In Chancery.

To Hon. John A. Kelby, Judge of Cir Court of Lee County:-

In response to a Decree entered in this cause on the 17th day of May 1873, I respectfully beg leave to submit the following report in explanation of the action taken by me under the said Decree.. The principal and leading facts connected with this suit are set out in full in my former report, prominent among which is, the provision in the Will of William Vanderwerker dec'd that \$2000.⁰⁰ of his personal estate should be, by his Executor, invested in lands, and when so invested, the said lands should be held by his widow for the benefit of herself and his six youngest children, and at her death, said lands shall be divided among his nine children equally. It was also shown in my former report that, instead of buying land worth \$2000.⁰⁰ only as contemplated by said will, a tract was bought at the price of \$3000.⁰⁰, and that the Executor paid into its purchase price \$2000.⁰⁰, the amount set apart by the will for that purpose, and that the Plaintiff, W^m W. Yeary, the defendant, Martin Vanderwerker, and the Equi^{ty} of the six children aforesaid undertook to pay the residue of the purchase price of the tract so purchased, and in pursuance thereof the said widow paid into the purchase price \$100.⁰⁰, the said Yeary \$100.⁰⁰, and the said Equi^{ty} \$600.⁰⁰, being \$100.⁰⁰ for each of his said wards, amounting in the aggregate to \$500.⁰⁰. Now, the payments thus made amount in the

aggregate to \$2850.⁰⁰, leaving of the purchase money still owing \$150.⁰⁰ with accruing interest.

Now, this tract of land which cost \$2000.⁰⁰ was, on the 17th day of July 1871, sold by Commissioner Pridmore under a Decree in this suit, when the same brought the sum of \$2000.⁰⁰ only, and after the payment of the costs and commissions up to time of said sale, it left the sum of \$1892.⁰⁰ to be applied to the purposes of this suit. Thus, it is seen that the land which cost \$2000.⁰⁰ only brought \$2000.⁰⁰, and that, after paying the costs &c. up to the time of sale, it only left \$1892.⁰⁰. It will be further ^{seen} that by calculating the unpaid purchase money, up to the time of sale, it will amount to \$220.03, it will require about \$6.⁰⁰ to defray the additional incidental expenses of this suit, and about \$12.⁰⁰ to pay costs of this Account & Report, and the purchase money and these estimated costs, being deducted from said \$1892.⁰⁰, leaves the sum of \$1653.97 to be distributed among the parties according to their rights.

Now, as \$2850.⁰⁰ was paid into the land which, upon being sold, leaves only the nett sum of \$1653.97 after paying the costs and the unpaid purchase money, how is this nett sum to be disposed of among the parties?

As seen in my former report, the \$2000.⁰⁰ when invested in land was to be held by the widow, during her life, for the benefit of herself and the minor children and, after her death, the same was to be divided equally among all the children of William Vandewater dec'd.

The said widow has, within the past week, departed this life, and this event gives to each of said Vandewater's children

the right to participate in the distribution of the estate so set apart for the benefit of the widow. In the adjustment of this matter between the two classes of creditors, I have set apart \$1160.97 to be divided equally among all the heirs-at-law of William Vanderwerker deceased and \$493.⁵⁰ to be divided amongst the widow of Wm Vanderwerker, Mrs Yeary, and the six minors.

By this arrangement, it is seen that the \$1153.97, payable to the parties who invested the same in the purchase of said lands about 58 per cent upon their investment of \$2850.⁰⁰

In this view of the case I have prepared a Statement & filed herewith marked (A B). the first part of which is a general statement showing the facts just adverted to, to which is attached three Special Statements marked 1, 2, & 3.

No 1. shows the amount to be paid the widow, said Yeary, and the six minors respectively; No 2. shows the sum to be paid each one of the heirs of Wm Vanderwerker deceased on account of the \$2000.⁰⁰ invested for the benefit of the widow aforesaid; and No 3. shows the aggregate sum to be paid each heir on account of the two funds, and when the same therein shown to be due them shall have been paid, together with the interest due thereon from the 17th day of July 1871, by Commissioner Pridemore, and when he shall have paid the balance of the purchase money (and the additional costs of suit, then he will have paid out the entire fund in his hands arising from the sale of said lands.

In relation to that part of the Decree under which I am acting, it requires me to ascertain and report whether the bond of the Guardian of the infant defendants is good

or not, I have to report that, on the 15th day of June 1862, one Houston Vanderwerker was by the County Court of Lee County appointed Guardian for Thomas, Ursula, Nancy, Robert, William P. & Martha Ann Vanderwerker, & he executed bond in the sum of \$2000.⁰⁰, with Martha Vanderwerker - widow of William Vanderwerker decid. as his security. The only money of which I have any knowledge of his having received, as such Guardian for his said wards, is the \$600.⁰⁰ bequeathed to his said Ward by William Vanderwerker, referred to in my former report, and in the foregoing part of this report, and this sum so received by him was, as before stated, invested for the benefit of his wards in the tract of land sold under a Decree in this suit. And, soon after these transactions, the said Houston Vanderwerker removed to some of the Western States, where he still resides, as I am informed.

The said Thomas Vanderwerker has, since that time arrived to the age of 21 years, and has also the said Ursula, who has intermarried with Oscar Miles, and it is probable that by this time one or more of the younger children has arrived to the age of 21 years, but ^{how} this may be I cannot certainly say.

On the 19th day of Oct. 1869, William H. Geary, the Plaintiff in this cause, was appointed Guardian for Robt. B, Nancy, William P. & Martha Ann Vanderwerker, and he executed bond in the penalty of \$2000.⁰⁰, with the said Martha Vanderwerker,

of \$2000.⁰⁰, with the

widow of the said William as his security. and, as before stated, the said widow, just the other day, departed this life, and had she been perfectly good and solvent for the penalty of said bond during life, it would be proper for the said Guardian to execute new bond, now that she has departed this life. But were she still living I think her visible estate so small, and inconsiderable that it would be proper to require the execution of a new bond by said Guardian. I have therefore to report that said bond is insufficient, and that a new bond should be required of said Guardian before paying him any further sums of money for his said wards.

I know of no other facts now necessary to be reported on, and having discharged the duties required of me by said Decree so far as I know, pray hence to be discharged from further consideration thereof. All of which is respectfully submitted.

Henry J. Morgan, Comr. &c.
May 30-1873.

Wm H. Yeary & wife et al.

vs { Commissioners 2nd Report.

Martha Vanderventer et al.

Filed at court 14th 1875.

James H. Connelley

Comer's Fee: \$12.00 (Full bill)

To the Honorable John A. Kelly Judge of the
circuit court of Lee County,

The undersigned, begs leave to report that in
the case of Wm. Geary & wife et als vs Martha
Vanderwerker et als. in which he has heretofore
been appointed a special commissioner
that John M. Whitehead the purchaser has
fully paid the various heirs in said case ex-
cept certain sums your commissioner paid
which is more fully shown by receipts here-
with filed. He first received & paid out the
amounts of the costs of suit and afterwards
on 15th day of May 1873. he received \$500. and dis-
bursed the same as follows. To C. L. Hamblin
admr. of Wm. Robinsons estate \$241.80 - To S. L. Mc-
Neil admr of B. F. Kincaids on order of Susan Miles
one of the heirs \$117.70. and \$21. on order of said
Miles to H. G. Horton: To Wm. W. Geary as the admr of
Martha Vanderwerker \$97.44. To H. J. Morgan as admr.
\$12.00 and to Robert Vanderwerker \$10.00. And this
is all the money that passed through your comrs
hands. Thomas Vanderwerker guardian of the two infants
came before your comr. and acknowledged to have
received from said whitehead all the sums due
him individually and as guardian and filed some
receipts here with marked A. given to your comr.
but the whole matter was settled with him
and whitehead. Wm. W. Geary the plff who holds
a power of attorney for Susan Vanderwerker just

and is admin of Martha Vandeventer now deceased
 also appeared before your court and acknowledged to
 have received from said Whitehead all sums due
 him & his intestates estate, and his principal Kuster
 Vandeventer. He also produced the receipt of Robert
 Vandeventer for his share & proved by the said
 Thomas Vandeventer & am. ex. young that the same
 had been fully paid him. Your court. had
 fully paid Austin Miles and Alexander -
 Vandeventer's part had been assigned to
 Whitehead for a debt due him see the cause
 consolidated with this case. By which it
 will be seen the whole matter is now fully
 adjusted & said Whitehead entitled to a deed for
 the land purchased by him. acc of which is upon
 fully returned. This. A. L. P. [unclear]

2 L Vandeventer case

In. & Report

James wife et als vs Vandeventer

Filed November 2nd 1874,

John B. Gibson

Commissioners Office Jamesville Virginia Nov. 16 1878
William M. Garry & wife et al Defts.

vs.

Martha Vandewater & others

Defts

John M. Whitehead

Deft

vs.

Alexander Vandewater et al

Defts

Martha Condit

Deft

vs.

John M. Whitehead & others

Defts

To the Hon John F. Kelly Judge of the Circuit
Court of Lee County.

By a decree entered in these causes on
the 5th day of April 1878 I was directed to make
several inquiries and to report the results thereof
to you at a future time.

With the view to discharge these duties I caused
to be summoned before me W. M. Garry, Thomas J.
Vandewater, John M. Whitehead, and Charles T. Ham-
blum adm^r of Robert Linn dec^d, as will be seen by
papers herewith filed & marked (A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z).

In response to said summons the said William
M. Garry, Thomas J. Vandewater, and Charles T. Ham-
blum appeared before me, as did also George B. Wil-
more and C. T. Duncan esq^t. and I took the deposition
of said Wilmore and Thomas J. Vandewater, and

hereto file the same marked (+9)

By reference to my second report filed in the first of these causes, it will be seen that after the payment of debts and costs there was left in the hands of Com. Pridemore of the proceeds of the sale of land the sum of \$1653.97 to be distributed among the heirs of William Vandewater decd, of which Sam Austin Vandewater was entitled to \$138.00's Alexander Vandewater to the like sum, Wm. H. Geary & wife to \$196.56's Oscar Miles & wife to the like sum, Thomas J. Vandewater to the like sum, Robert Vandewater to the like sum, Nancy Vandewater to the like sum, William P. Vandewater to the like sum, and ^{Martin A.} ~~Marshall A.~~ Vandewater to the like sum, with interest on each sum from July 17th 1871.

At the time the first of these suits was brought, the said Nancy, Robert, William P. and Martin A. Vandewater were infants, but at the time Com. Pridemore filed his last report in the first cause which was Nov. 2nd 1874 the said Nancy and Robert had arrived to the age of 21. leaving said William P. and Martin A. still infants, and as far as I know are still such.

The land which at one time belonged to these parties and was sold by Com. Pridemore in the first of these suits for the sum of \$2000.00 and at this sale John H. Whitman became the purchaser thereof, who paid down cash sufficient

to fear the cost of suit and so on and for the residue he gave bond or bonds with Chas. Humble & Samuel Oxford as his sureties according to Com^r Pridemore's first report^r

At a subsequent time said Whitehead paid to Com^r Pridemore the further sum of \$500.00 toward the purchase price of the land and Com^r Pridemore in one of his reports shows how he disposed of the same and he also states in one of his reports that said \$500.00 is all that he has at present received on the deferred payments

Of the above mentioned \$500.00 \$246.80 was paid by Com^r Pridemore to W. L. Humble Esq. of Illinois and about \$137.00 to the assignee of Oscar Miller Esq. and perhaps some small amt of costs. And this is all that Com^r Pridemore shows specifically how he disposed of, but he says he paid it all out, and I have no doubt he did, but to whom he does not say in particular

By Com^r Pridemore's reports filed in the first of these cases on the 3rd of Nov. 1874 it will be seen that he says, all the fees have been paid, and he then goes on to show somewhat in detail the manner in which some of the payments were made, and by a decree entered in this case on the 25th of Nov. 1874 said report of Com^r Pridemore was confirmed as to all the fees due the two prisoners W. L. and Nathan A. Vandewater and as to them also, when the said Thompson and another their guardian should execute bond with suitable security.

in the sum of \$800.00 with condition for the same to
account for the money due his said wards by this decree.

This decree seems to contemplate that the bond here
required should be executed and filed in this court,
and if so that requirement has not been complied with
so far as I have yet seen.

On the 14th day of January 1874. said Thomas J. Van-
dewater was appointed by the County Court of Lee County
Guardian for said two minors when the value of the
sum of \$800.00 with John M. Whithead Wm. S. McNeil
and Eldridge J. Devault as his sureties as will be seen
by a paper herewith filed marked ^(A61) The said Whithead
is now insolvent, but the said McNeil and the estate of
said Devault are more than ample for the sum of the bond.

It is thus seen that this guardian bond was given
~~more than 10 months~~ before the decree of Nov. 20th 1874, so that
at the time Thomas J. Vandewater executed to Em. Cridman
one the two receipts referred to by him in his report of Jan.
1st 1874 said Thomas J. Vandewater was in fact the
guardian for said W.P. & Martha A. Vandewater.

From what has now been said, it appears that said
Thomas J. Vandewater at the time of the execution of said
two receipts which bear date January 23rd 1874 was in fact
Guardian for said wards but had been such only for
over days, and it is further seen, that Em. Cridman

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 recognised the payment made or pretended to have been
 made by Whithead to said Tanderenter, before the ex-
 ecution of the bond required by the decree of the 25th
 of Nov. 1874 in that case. He did not see that said
 bond had been executed before surrendering to Whithead
 the land or lands for the purchase money of the land
 and this being so, it may possibly raise the question
 as to how far a Court is bound to see that all orders in
 a pending cause have been complied with, before making
 payments or disbursing funds, as if all had been strictly
 complied with, but do not know that that question
 will be raised at all

William B. Barry admits the fact, that the \$190.66³ due
 to him in right of his wife has been fully paid, and that
 Thomas J. Tanderenter also says that the sum due Oscar
 wife, Robert and Mary Tanderenter have been paid, & so
 nearly so that they may be regarded as paid, and by a decree
 entered in the second of these causes it appears that said
 Whithead appropriated to his benefit the sum due said
 Alexander Tanderenter on account of the latter's interest in
 to said Whithead, and thus we see that 5 out of the 9 claims
 have been paid in some way and probably by said Whithead
 in the main, and partly by Court. Pilemore, and the
 remaining four claims it is admitted has as yet not been
 paid in any way of money from any one
 But as to whether they may not in law be fully paid

So far as the fund in question is concerned, is a question which I do not feel very well competent to decide.

The facts I think are about these. When the deferred payment of the purchase money became due, the purchaser Whithead did not have the money with which to meet the same, and in order to lift his note of Com. Pridemore he procured the heirs, at least four of them, to take his individual note note, or verbal promise for the sums respectively due them. And in consideration thereof, to execute to Com. Pridemore receipts, acknowledging the payment to them of the money due them respectively, and this course was pursued and the note or notes held by Com. Pridemore for the purchase money was surrendered by him to Whithead, and the ^{money} due the heirs reported paid by Com. Pridemore.

Mr. Young admits that he is the attorney in fact of Huston Standenater gave his receipts as such attorney to Com. Pridemore but that he did not even take the precaution to take Mr. Whithead's note for the \$138.66's due his personal, but says that Whithead agreed not only to give him his note for the same but to pay it, and the said Thomas Standenater for himself and his two wards shows in his petition how this matter was transacted between him and Whithead, and Com. Pridemore, and they both refer to this matter in their said depositions.

It is probable that Young in right of his wife, and heirs,

and ~~Sanctimon~~ ^{Sanctimon} did as the others, but this is not
now shown, but if so. Whitehead has since that time paid
them, and I am strongly inclined to think they did for
reasons which I shall presently state, in the way of a disposition.

There is no objection raised by any one so far as I
know to a sale or resale of the land in question. The
only question that arises in reference thereto is as to
who has the first or paramount lien and this becomes
an important question since Whitehead is insolvent, and
the land when re-sold will perhaps not bring much
more than sufficient to pay said purchase which is due
them if it is considered that their lien is superior
to that of the second claim due the estate of Robert Sims
and should this be regarded under all the facts &
circumstances of the case the first lien, then it will
in all probability consume the proceeds of the sale of
the land.

Sanctimon in the Spring of 1873 Mr Whitehead
wanted to borrow some money, and as well as I now
remember he asked me if he could give a deed of
trust on the land which he had bought in the first of
these suits as security therefor, and I think I told he
could, but that such security would not amount to much
until the purchase money therefor was paid, that it
constituted a prior and superior lien thereon, and that
no lien he could give would be valid until the purchase

money was paid. At that time I was familiar with the case having taken two accounts wherein and knew the parties interested and about the sum due each and think I also know what had been paid Com. Iridemore.

About the 12th of May 1873 Mr Whitehead came to me again and said that he had paid or nearly paid and settled the balance of the purchase money and as evidence thereof showed me sundry receipts over the signatures of the parties interested, or quite a number of them and said that all the purchase money is now paid except perhaps about \$87.00 And he then said that he could borrow of Robert Sims about \$700.00 if I would write to Mr Sims and a deed of trust upon this land would be good security for that sum, and ^{I now} ~~there~~ I said to him well as the purchase money is all paid except eighty odd dollars I think the security will be good, and at his request accordingly so wrote to Mr Sims, and Mr Whitehead got the above mentioned sum of money or nearly so, as he afterward informed me, and gave Mr Sims a deed of trust on this land to secure the payment of the same, a copy of which is herewith filed marked (A F) This deed of trust bears date May 12th 1873 and undertakes to secure \$700.00 with interest thereon from that date at the rate of 8 per cent per annum all of which is yet unpaid. And the lien created

money from that date at the rate of 8 per cent per annum
all of which is yet unpaid. And the lien created

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thereby, of course commences with its date.

I cannot now state the names of the heirs whose
signatures appeared to be signed to said receipts
nor do I recollect the date of either, all I recollect
is that they convinced me that all or nearly all the
purchase money had been paid, for had they not
so convinced me I should not have written to Mr
Sims as I did. It is possible that I may have
seen Hanson but the heirs and Mr Whitman had settled
the matter, but I do not now believe that I did, but
even if I had known it, I might possibly have written
Mr Sims as I did, but I do not now think I could have
done so.

The receipts of Thos Vandevanter in his own right and
as guardian for his two wards bear date January 23rd 1874
And Mr Gearys receipts as attorney in fact for Huston
Vandevanter bears date Oct the 30th 1874. And this being
so it is impossible that I could have seen these papers
in Jan, 1873 when they were not in existence, if written
and signed the day they bear date. These receipts
I think are in the handwriting of T. J. Vandevanter &
Genl. Coileman, and the receipts shown by Mr
Whitman as before stated, I do not now think were written
by either of them, but by whom I do not know

If the claims of the heirs yet unpaid constitute a lien
on the land, and when sold it should not bring a

been sufficient to pay both (and it will answer) then to the extent
of such failure, a fraud either actual or legal has been
perpetrated and practiced on Mr Sims, and I here confess
that I have been used as an instrument to attain that end
but I did it ignorantly, and under the belief that the
purchase money had in fact been paid or nearly so.

I think it but just to Mr Seary and J. F. Dunderwater
to say that I believe they acted in good faith and without
any intention to defraud or injure any one, and that
their acts in this matter were done with the sole view of
accommodating Mr Whithead and to enable him in this
way to reach the purchase money due on the land, and
I also believe that they acted in the matter under the
belief that the land still remained as much bound for
the sum due them, as it did before the receipts were
given and new notes taken.

Mr Whithead so far as I know and perhaps did act
from pure motives, but whatever may have been his designs
the result is the same so far as Sims was concerned for
I have no doubt he parted with his money under the
firm belief that the security tendered was good & ample
and that confidence was in all probability strengthened if
not inspired by my representations to him, or my opinion
that a deed of trust would be good. And the Sims then
expressed was based upon the idea that the purchase money was
paid or nearly paid as before stated.

Having stated facts in this report in the nature of a deposition
and then (if they bear upon the question of lien) and the reports
of Court, Evidence and in deposition and testimony of J. P. Henderson
together with the record of the first of these suits will as I think
make up the case upon which the question of the priority
of lien will have to be determined, and if that is so, it
would be improper in me to determine the priority of
lien, since I might place an undue weight on what
I know, when my statements might be regarded by others
as worth but little if anything, I shall therefore refer this
question of priority of lien to your Honor for decision.

I have formed an opinion as to the priority of lien, and
upon the facts in the case, from my own facts, but for
the reason above stated, will not offer that opinion, and
not having done so, it would be improper in me to attempt
to attempt to offer any argument in support of that
opinion, and I shall not do so.

The claims against the Whitehead which are in fact
liens, and such as are claimed to be, on the land now
under consideration, are as follows \$132.65 due to
Vanderwater, \$196.55 due to J. P. Vanderwater, the like sum
due Wm. C. Vanderwater, and the like sum due Maria A. Vanderwater
with interest on each from July 17th 1871. \$700.00 due to
J. Hamblen admt. of Robert Sims dead with interest at 8 per
cent per annum from May 12th 1873 and about \$1635.66
due to Wm. McBlum & Co. as shown by ^{the copy of} a deed of trust in which

felat Marked (24) the other two debts therein secured
are paid or about paid as I am informed & have reason to believe

This deed of trust bears date July the 3rd 1875. and is
much younger in point of time than that of Mr. Sims and
trusting as I did, that the proceeds of the sale of the land
would become exhausted before reaching this claim, I thought
it not necessary to refer to it earlier

The third suit is one brought by Martha Crutcher widow
of James Crutcher decd against John M. Whitman & others
the object of which is to recover damages out of
the land bought by Whitman in the first of these suits,

The tract thus sold is known as the Wm. Robinson land
and consists of about 400 acres, 100 of which were conveyed
to said Robinson by Duke Cory & wife, and the remaining
300 acres was conveyed to him by said James Crutcher and
Benjamin Dickinson, but in this last conveyance the said
Martha Crutcher did not join with her then husband - J. Crutcher
nor did the wife of said Dickinson join with him

I have had occasion to look some higher to examine into
this question of the right of Martha Crutcher to recover damages
in certain lands which James Crutcher acquired from one
Jacob or Peter Fisher and subsequently sold by him to others,
and from my knowledge thus derived I am enabled to
report that Martha Crutcher has a right to damages in 300
acres of the land bought by J. M. Whitman in the 1st of these suits

But the failure of the wife of said Dickinson to join the cause
with him does not create the least encumbrance thereon
for reasons which I might give but deem unnecessary

All which is respectfully Submitted

Henry J. Thompson - Clerk

W. W. Garry wife et als.

75-

In chancery

Mortua Vanderwater et als.

and

Thomas J. Vanderwater

76-

Declarator in Chancery.

John M. Whitehead

To the Honorable John A. Kelly Judge
of the Circuit Court of Lee County Virginia

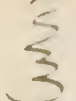
Pursuant to a decree of said Court
so Court rendered and pronounced on
the first day of April 1879 in the above styled
causes the undersigned who was appointed
a Special Commissioner for the purpose on
Tuesday the 21st day of October 1879 (that
being Court day) offered for sale in front
of the Court House door of Lee County Virginia
having first given written notice of the
time place and terms of sale for more than
30 days before said day of sale as required
by the decree of said Court. Offered for sale the
whole of the Tract of land in the bill mentioned
and proceedings in said cases mentioned,
being the tract of land sold by Commissioner
Proclamore in the first of said above named
causes and purchased by John M. Whitehead,
to the highest bidder on a credit of one or
two years except a sum sufficient to pay

costs in the said cause of Thomas J. Pender
vs John McWhitcomb and the
costs of Commissioners of Sale (which he re-
quired to be paid down,) and Henry J.
Morgan become the purchaser thereof he
being the highest bidder at the price of
\$500. of this sum your Commissioner
required him to pay down the sum of
\$69.51 that sum being necessary to pay costs
and Commissioners and he executed to
your Commissioner his note for \$290.49
the residue being, bearing interest from
date and payable in two equal annual in-
stalments due respectively in one & two years.
Of the sum paid down to your Commissioner
he paid to James M. Orr Clerk a bill
for \$7.81 the same is receipted and filed here
with marked (1) to Thomas J. Orr Sheriff his
for \$2.50 cents his receipt for which is filed
here with marked (2) to Henry J. Morgan
Clerk his receipt for which is filed here with
marked (3). Your Commissioner retained the Alty
due to Morison Duncan \$5.00 and
his commissions on Sale amounting to
\$20.20 which leaves a balance in the hands
of your Commissioner of \$800 for
estimated costs. This and all

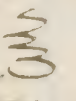
very low, for less than \$1.50 per acre. It
it was as much as your Commissioner
could get. The Sale was made at a popular
hour in presence of a large number of per-
sons, and ample opportunities given for
all who desired to bid to do so. The land
is on the Chestnut Ridge and is rather
a poor class of land, a quality of land
which our few persons desire to purchase.
In fact your Commissioner has offered
said land for sale twice before during the
Summer and never before got a bid for
it. And if a resale should be directed
in all probability it would not be again
sold for any larger sum. I make
no recommendations, only submit
what I have done.

Oct 6th 1879. Respectfully,

L. T. Duncan Special
Commissioner

Wm Perry wffl et al
vs  In chancery

Morton Vanderveen et al
and

Thomas J Vanderveen
vs  Petition
John M Whithead

Commissioners
Report

Filed Nov 13th 1879.
Wm Orr Clerk

W H Peory wife et als

vs.

Mrs Th Vanderwater et als.

Pliffs

E. Lushamony

Defts

and

Thomas J Vanderwater Guordant.

vs.

John M Whitehead et al

Pliff

on a petition in chcy

Defts.

To the Honorable John A Kelly Judge
of the Circuit Court of Lu County, Va.

Pursuant to a decree rendered and
pronounced in the above styled cause on the 30th
day of December 1879. directing a resale of said
land in the bill and petition mentioned the
undersigned a Commissioner appointed for the
purpose. on the 17 day of February, 1880, in
front of the Court house door of Lu County offer
ed said lands for sale on a credit of one
and two years. bearing interest from date
except a sum sufficient to pay costs of suit
and expenses of sale and resale. and
Joshua Whitehead and Ursula Whitehead
wife of the Defendant John M Whitehead
being the highest bidders the land was knock
ed down to them at the price of (\$1010⁰⁰)
One thousand & Ten dollars of this sum
they paid down to your Commissioner
\$100.00. and they received their two notes
for the residue. each being for the sum of

\$454.95, payable respectively in one and two
years bearing interest from date, with
John M Whitehead as security. Said notes
are filed here with Morse (#1) & (#2) and
as a further security for the prompt pay-
ment of the same the said Aronca White-
head and her husband John M White-
head executed to your Commissioner
a Trust deed upon the tract of land on
which they now live containing 80
acres being a tract of land which descend-
ed to the said Aronca Whitehead from
her father's estate. This land is worth some
\$600. or \$800. This is in the opinion of
your Commissioner ample security for
the payment of said notes. Said deed of
Trust is filed here with Morse (#3)

That money paid down to me has
been paid out pursuant to the direction
of said Agent.

All of which is respectfully submitted.
August 15th 1880,

C. J. Duncan Comr

11/11 Jerry wife et al
vs. 3 Report of Com
2-2-11
Mortimer Vanderwerker et al

Filed Aug. 13th 1888.
Fr. R. Stickney D.C.

To the Honorable John H. Miller Judge of the
Circuit Court of Lee County Virginia

Your Commissioner in the Chancery causes
of H. H. Gray wife & others vs Martha Tander
and Executors vs John H. Whitbread has
come to report that he on the 17th day of
February 1881, collected from Mrs. M. W. W. the sum of \$400.00, and from Mr.
Joshua Whitbread the sum of \$30.00 towards the
purchase price of the land sold by your Com-
missioner in the above styled causes, on the
17th day of February 1880, leaving a balance yet
due on the principal of said sale of \$24.95-00 of
interest the sum of \$27.22, of the sum thus paid
to your Commissioner on the twenty second
day of February 1881, paid to A. J. Shepherd assignee
of Martha Tyler formerly Martha Tander and her
husband C. D. Tyler the sum of \$195.00 and to
James H. Graham assignee of Wm. J. Tander
the like sum of \$190.00, making the sum of
\$390.00 paid to both of said parties your Com-
missioner retained out of the sum collected
by him the sum of \$40.00 the contract between

the Vandewater heirs & himself as Attorney the
 Attorneys being that he should retain no fees
 & be sent an all sums collected by him.
 The receipt of the said Shepherd & Graham
 together with the assignment made to them
 is herewith filed marked A.B. as part of
 this report, respectively submitted.

March 16th 1881.

C. F. Johnson Clerk

W. H. Gary with it as
 10th 3rd 1881
 Martha Vandewater et al

and
 C. F. Vandewater et al

78
 J. H. H. Waterman

Filed March 17th 1881

John C. Co. Co. Co.

Received of C. J. Vancean Commissioner in
the currency cases of J. H. Henry wife - et al
vs Martha Vanderwater et al. & J. J. Vanderwater
Guarantors - c 75. The M. Vanderwater for a hundred
and thirty dollars to go as a credit on the
sum decreed in their cases to Martha Vanderwater
et al & J. J. Vanderwater who were insured at the
date of the filing of the petition of J. J. Vanderwater
under bankruptcy and which debt has been
assigned to us. This 22nd day of February 1881.

\$390.

J. J. Shepherd Secy
of the Tylor & Russell.

1881. By Stephen Assignee
of J. H. Spencer who was assignee of
J. J. Vanderwater.

Shepherd \$195.00

Graham 195.00

J. H. Graham & Co. Ship-

at West,

67 Duane St.

(A.B.)

For value received I hereby sell and assign to
~~Charles F. Spencer~~ ^{Spencer} my entire interest in and
two a debt ~~of~~ of \$417.44 due to me and
my sister Martha Tyler wife of L. D. Tyler. from
John M. Whithead. with interest thereon from
the 20th day of January 1874. for which there is
a decree of the Circuit Court of Lee County for
the sale of the tract of land lying on Chestnut
ridge purchased by said Whithead from
A. L. Proctor. And I hereby order
and direct C. F. Spencer Special Commissioner
appointed ^{by} the decree aforesaid to sell said
land to pay my entire interest in said debt
over to the said ~~Spencer~~ ^{Spencer} as soon as he collect
the same. This assignment & sale however is
subject to the charge of C. F. ~~Spencer~~ ^{Spencer} my Atty
for the prosecution & collection of said claim
which is ten per cent on the same. Given under
my hand and seal this 17th day of August 1878

17th Dec 1878 (And)
William P. Vandewater

R W Spencer

24.2
10 = 2 1/2
3 1/2 1.40
2 1/2 1.00
3 1/2 = 2.80
2 1/2 1.00
7 1/2 0
2 1/2 1.00
23 1/2 2.00
2 1/2 1.00
2 1/2 1.00

For value received I assign to James
H Graham the entire amount of a debt
owed in favor of W^m J Vandewater in
the Chancery Cause or Petition of Thos
J Vandewater Guardian &c. vs John M. White
head. which claim was assigned to me
by the said W^m J Vandewater on the 17th day
of December 1879. which written assignment
is now in the hands of C. F. Duncan
in said Cause and I direct said Duncan's
signature to pay said sum to said Graham
Witness my hand and Seal this 19th
day of Jan'y 1881. This assignment is
made subject to the attorney fee of C. F.
Duncan in said Case.

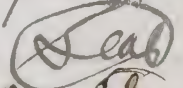
R W Spencer Seal

Know all men by these presents that I, Clement
D. Tyler am held and firmly bound unto An-
drew Shepherd in the just and full sum of four
hundred and sixty dollars to the payment of
which well and truly to be made I bind myself
heirs &c. firmly by these presents, and as to
this obligation ~~I bind myself heirs~~ I waive
the benefit of my homestead exemption whereas
my hand and seal this 15th day of July 1879.

The condition of the foregoing obligation is
such that Whereas, there is due to Martha Tyler
formerly Martha Vandewater, now the wife of
the said Clement D. Tyler, the sum of \$208.72
two hundred & eight $\frac{72}{100}$ dollars with interest
thereon from the 20th day of January 1874, from
one J. M. Whitehead and for which there is a decree
to sell the lands purchased by said Whitehead
from A. L. Pridemore Court and whereas the
said Tyler has this day sold and transferred all
of said claims to the said A. J. Shepherd except \$200
subject however to the fee of C. T. Duncan Atty
in said cause, and whereas the said Martha
Tyler is under the age of 21 years and there being
some doubt as to whether the said Tyler can sell trans-
fer and assign said claim without the aid of his
wife joining with him, now in the event the
said Martha shall pass assign and transfer her
interest to ~~the~~ in said debt to the said Shepherd

when she attains the age of 21 years. Then this
bond to be void Otherwise to remain in full
force virtue and effect.

C. D. Tyler. Seal
Martha G. Tyler Seal

To C. J. Duncan Atty & Commissioner
You are hereby informed that I have sold Trans-
ferred and Assigned to A. J. Shepherd the inter-
est of myself and wife ~~in the estate of~~
~~Frederick C. M. to the said~~ due my wife from
J. M. Whitehead and in your hands for Collection
And when Collected you are directed to pay
the same over to him. Given under my
hand and seal this 15th day of July 1880
C. D. Tyler. 
Martha J. Tyler. Seal

W. W. Geary, ^{et als} Plff vs Martha Vandeventer Defts - In chy.
Thos J Vandeventer, ^{et als} Plff vs John M Whitehead, ^{et als} Defts - In chy.
- by name &c - in chy.
The undersigned Comr. in this cause respectfully
reports, that Ursula Whitehead the purchaser
of the land sold by said Comr., has paid the
purchase money and your Comr. has
made and acknowledged a deed to said
purchaser for said land with covenants
of special warranty, and said deed is
herewith filed marked "X".

Your Comr. has collected and disbursed
the purchase money as directed, and
after the confirmation of the deed
nothing further remains to be done in
this cause.

Respectfully submitted,
L. F. Duncan, Comr.

W. W. Geary et als

vs { Comrs Duncan's
3 report of Deed

Martha Vandeventer et
als

Filed Mar 29th 1884.

J. H. Hyatt
cl'k

Nett Amt of Sales of lands in the hands of Com^r Pridemore
after paying costs of Suit, as shown by his Report of May 1st 1872,
in the case of Mrs W. Year & wife et als vs. Martha Vandeventer et als & which
bears Int. from the 17 day of July 1871 this sum

By this sum to be paid Mrs Robinson, purchase money to July 17/71	220	03	
" this amt estimated for additional costs		6	00
" " sum to pay for this account & Report	12	00	238 03
Leaving to be distributed between two classes of creditors this sum			\$1653 97

Mrs Vandeventer's Ex^{ts} paid for purchase of the
land sold \$2000.00, there is, therefore, of the above
sum to be paid to those entitled to the remainder, after
the life estate of the widow, this sum

	1160	07	
--	------	----	--

The widow of said Vandeventer Mrs Year & wife
& the Guardⁿ of six youngest children of said Vandeventer
paid into the purchase price of the land sold \$830.00
there is, therefore, out of the above sum to be paid the sum

	493	00	1653 97
--	-----	----	---------

Special Statement No. 1.

This sum to be paid Widow, Year, & six youngest children			493 00
--	--	--	--------

The said widow " into purchase price of land sold	150	00	87	00	
" " Year & wife paid into " " " "	100	00	58	00	
" Guard ⁿ for Thos Vandeventer " " " "	100	00	58	00	
" " " Uncle " " " " " " " "	100	00	58	00	
" " " Nancy " " " " " " " "	100	00	58	00	
" " " R. B. " " " " " " " "	100	00	58	00	
" " " Mrs P. " " " " " " " "	100	00	58	00	
" " " Martha Ann " " " " " " " "	100	00	58	00	493 00

For further Statement, See next page.

Special Statement No. 2.

This sum to be paid then entitled to the remainder, after the life-estate of the widow ----- 1160 97

This sum due the widow out of the other fund, as shown in Special Statement No. 1, on acct of \$1502 paid by her interest and land, she having recently died ----- 87 00

Agg. the sum to be divided among nine heirs ----- \$1247 97

By this sum to be paid Houston T. Underwriter, one of said 11 th Jan	138 66 2/3
" " " " " Alex. " " " " "	138 66 2/3
" " " " " Ed. Yeary & Asst. " " " " "	138 66 2/3
" " " " " Thos. P. Underwriter " " " " "	138 66 2/3
" " " " " Wm. A. " " " " "	138 66 2/3
" " " " " Nancy Underwriter " " " " "	138 66 2/3
" " " " " Robt. " " " " "	138 66 2/3
" " " " " Wm. P. " " " " "	138 66 2/3
" " " " " Martha Ann " " " " "	138 66 2/3
	1247 97

Special Statement No. 3.

Nett sum in Comr. Friedman's hands after paying costs of suit + bal. of purchase money. See 1st page ----- \$1653 97

This sum to be paid Houston T. Underwriter as above -----	138 66 2/3
" " " " " Alex. " " " " "	138 66 2/3
" " " " " Yeary & wife, see Special Statement 1	58 00
" " " " " Same " " " " 2	138 66 2/3
" " " " " Thos. P. Underwriter. See Special " 1	58 00
" " " " " Same " " " " 2	138 66 2/3
" " " " " Wm. A. Underwriter " " " " 1	58 00
" " " " " Same " " " " 2	138 66 2/3
" " " " " Nancy Underwriter " " " " 1	58 00
" " " " " Same " " " " 2	138 66 2/3
Carried Forward -----	\$1063 97

Nett sum in Comr. hands but Forward

Am't for distribution " " " " 1063 97

This sum to be paid Robt. Underwriter, see Special Statement No. 1	58 00
" " " " " Same " " " " 2	138 66 2/3
" " " " " Wm. P. Underwriter " " " " 1	58 00
" " " " " Same " " " " 2	138 66 2/3
" " " " " Martha Ann Underwriter " " " " 1	58 00
" " " " " Same " " " " 2	138 66 2/3
	1653 97

W. W. Young & wife

Statement of Account.

Martha Vanderwerker & Co.

A13.

Jm H. Yearwood et al, Plffs.
 Against
 Merita Vandeventer et alseft.
 John M. Whitehead -- Plff
 Against
 Alexander Vandeventer et al, seft.

This cause

Came on this day again to be heard
 upon the papers formerly read and the
 report of Commissioner Henry Morgan
 filed Nov. 26 1878, and was argued by
 Counsel. And by the consent of the par-
 ties, by their Counsel the following de-
 cree is entered: L. S. Duncan,
 who is hereby appointed a special
 Commissioner for the purpose is directed
 after advertising the same for at least
 30 days on the front door of the Court
 House of this County, and in the neighbor-
 hood where the land lies, and if he
 deems proper in the Lee Sentinel, to pro-
 ceed to sell on some Court day, in
 front of the Court House on a credit
 of one or two years to the highest
 bidder, the entire tract of land heretofore
 sold by Commissioner Pendleton to John
 M. Whitehead. and out of the proceeds
 when collected, the infants Mertha

Vandeventer, and Wm P. Vandeventer, if then
 of full age or their guardian, ^{if out of full age} upon exe-
 cuting bond as required by the decree
 rendered in this cause on the 28th Nov.
 1874. receive the sums respectively shown
 to be due them by the statement adopted
 & confirmed, in Commissioner Morgan's
 former report - That of the proceeds of the
 said sale thereafter remaining, and ~~the~~ which
 said whitehead had the legal right to car-
 ry there he paid the personal repre-
 sentatives of Robert Sims dec'd, so
 much as may be necessary to discharge
 his debt of trust and of the residue
 of any the same he paid over to Cowan
 McChungles upon their debt of trust
 But no collection of sale money herein
 directed shall be made until the future
 order of the Court - the Commissioner will
 require a sufficient sum however to be
 paid in hand to defray the costs of sale
 and take bond ~~with~~ approved security bearing
 interest from date for the residue. He
 will report his actions to this Court - and the
 Court is continued.

Geo. W. Italy
 vs

Meritt Vandeventer & Co

John McChungles

vs

Alex. Vandeventer.

Order Page 26.
 Wm P. Vandeventer

Enter this decree.
 April - 1st 1879
 J. W.

Wm. H. Perry wife and others

917.

35.

L. H. Murray

Harmonia tripartita and others

Quercus

Lead

John R. Whitehouse

4/2/2

28

Lee. Edwards.

Alexander. Woodward

Deposited

Expos. 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 228. 229. 230. 231. 232. 233. 234. 235. 236. 237. 238. 239. 240. 241. 242. 243. 244. 245. 246. 247. 248. 249. 250. 251. 252. 253. 254. 255. 256. 257. 258. 259. 260. 261. 262. 263. 264. 265. 266. 267. 268. 269. 270. 271. 272. 273. 274. 275. 276. 277. 278. 279. 280. 281. 282. 283. 284. 285. 286. 287. 288. 289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310. 311. 312. 313. 314. 315. 316. 317. 318. 319. 320. 321. 322. 323. 324. 325. 326. 327. 328. 329. 330. 331. 332. 333. 334. 335. 336. 337. 338. 339. 340. 341. 342. 343. 344. 345. 346. 347. 348. 349. 350. 351. 352. 353. 354. 355. 356. 357. 358. 359. 360. 361. 362. 363. 364. 365. 366. 367. 368. 369. 370. 371. 372. 373. 374. 375. 376. 377. 378. 379. 380. 381. 382. 383. 384. 385. 386. 387. 388. 389. 390. 391. 392. 393. 394. 395. 396. 397. 398. 399. 400. 401. 402. 403. 404. 405. 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. 426. 427. 428. 429. 430. 431. 432. 433. 434. 435. 436. 437. 438. 439. 440. 441. 442. 443. 444. 445. 446. 447. 448. 449. 450. 451. 452. 453. 454. 455. 456. 457. 458. 459. 460. 461. 462. 463. 464. 465. 466. 467. 468. 469. 470. 471. 472. 473. 474. 475. 476. 477. 478. 479. 480. 481. 482. 483. 484. 485. 486. 487. 488. 489. 490. 491. 492. 493. 494. 495. 496. 497. 498. 499. 500. 501. 502. 503. 504. 505. 506. 507. 508. 509. 510. 511. 512. 513. 514. 515. 516. 517. 518. 519. 520. 521. 522. 523. 524. 525. 526. 527. 528. 529. 530. 531. 532. 533. 534. 535. 536. 537. 538. 539. 540. 541. 542. 543. 544. 545. 546. 547. 548. 549. 550. 551. 552. 553. 554. 555. 556. 557. 558. 559. 560. 561. 562. 563. 564. 565. 566. 567. 568. 569. 570. 571. 572. 573. 574. 575. 576. 577. 578. 579. 580. 581. 582. 583. 584. 585. 586. 587. 588. 589. 590. 591. 592. 593. 594. 595. 596. 597. 598. 599. 600. 601. 602. 603. 604. 605. 606. 607. 608. 609. 610. 611. 612. 613. 614. 615. 616. 617. 618. 619. 620. 621. 622. 623. 624. 625. 626. 627. 628. 629. 630. 631. 632. 633. 634. 635. 636. 637. 638. 639. 640. 641. 642. 643. 644. 645. 646. 647. 648. 649. 650. 651. 652. 653. 654. 655. 656. 657. 658. 659. 660. 661. 662. 663. 664. 665. 666. 667. 668. 669. 670. 671. 672. 673. 674. 675. 676. 677. 678. 679. 680. 681. 682. 683. 684. 685. 686. 687. 688. 689. 690. 691. 692. 693. 694. 695. 696. 697. 698. 699. 700. 701. 702. 703. 704. 705. 706. 707. 708. 709. 710. 711. 712. 713. 714. 715. 716. 717. 718. 719. 720. 721. 722. 723. 724. 725. 726. 727. 728. 729. 730. 731. 732. 733. 734. 735. 736. 737. 738. 739. 740. 741. 742. 743. 744. 745. 746. 747. 748. 749. 750. 751. 752. 753. 754. 755. 756. 757. 758. 759. 760. 761. 762. 763. 764. 765. 766. 767. 768. 769. 770. 771. 772. 773. 774. 775. 776. 777. 778. 779. 780. 781. 782. 783. 784. 785. 786. 787. 788. 789. 790. 791. 792. 793. 794. 795. 796. 797. 798. 799. 800. 801. 802. 803. 804. 805. 806. 807. 808. 809. 810. 811. 812. 813. 814. 815. 816. 817. 818. 819. 820. 821. 822. 823. 824. 825. 826. 827. 828. 829. 830. 831. 832. 833. 834. 835. 836. 837. 838. 839. 840

285

His Holiness the Pope's Secretary.

Leone H. Bittenger

1890

John H. Whitehead
 On section of rock north of house is a small piece of
 brown to blue-gray of Thomas & L. in character. It is a small
 specimen of Thomas & L. in character. This
 is a small specimen of Thomas & L. in character.

To be preserved

4th day of September 1876, upon the papers formerly,

read in the two former cases. The petition of James

J. Landerer for himself and as guardian for Mrs

S. & Hawth. & Vanderwater are as before, filed there

with the name of John M Whiteland Thru to this

...in other Court, and the rule is made

staggered in again, and the

against those attacked by a former slave
and a former slaveholder. I would advise

in these cases and value of general health

thereof and was argued by counsel on behalf

and in which it is not yet determined and decided

that the notes in the portfolio mentioned are a loan

upon the house purchased by David John - McWhorter

and from Commissioner R. F. Wideman being

referred to the same Masses, got the same result.

and it is larger than most, but yellowish brown and black.

most at 10 yrs old - see note below
but unless sold before Mr. Whitehead's program for which 10%
rights in his position are reserved until 10-1-98 for this date

being a common way for the purpose of pro-
tecting the fruit of the tree from the

the bills and proceedings in these various matters
as will be necessary to pay the bills in the petition
time with interest thereon from the 21st day of
January 18th till paid and the costs of this petition
and the costs and commissions of sale at the
front door of the Court house of said County on
some Court day on a credit of six months
except a sum sufficient to pay the costs of petition
the costs and commissions of sale which the owner's
successor shall require to be paid down. Said Commission
successor shall require the purchaser to give bond
with approved personal security, securing the pay-
ment of the monies due for the deferred
payment and he will retain a lien upon the
land until the purchase money is fully paid
but before proceeding to execute this decree the said
Commissioner will give notice of the time
time and place of sale by posting written
notices at three public places in said County
for at least thirty days before day of sale
one of which shall be on the front door of the
Court house of said County and another in the
County of the land and he will report his
action to a future term of this Court and then
proceeds on and continues till the next term

H. W. Gray & wife et al.

78

Norther Vanderwater et al.
et al.

John H. Whitehead

78

Alexander Vanderwater
et al.

Thomas J. Vanderwater
et al.

78

John H. Whitehead

Deane

Entered as per Book
page 568 & 569
James H. M. & Co.

Cal
p. 2. 4. 8.

Sp. 8/76

H. H. Gerry wife and others Plffs

Vs

In chancery

Mortua Vanderwater & others Dfts

Sd

John M. Whitehead Plff

Vs

In chancery

Alexander Vanderwater Dft

~~The order of vacation entered~~
~~in this cause on a former day of this term is~~
~~withdrawn and~~ On the application of Thomas J
Vanderwater for himself and as guardian for
two of the infant defendants in the first named
cause leave is granted him to file his ~~com~~
petition in said ^{cause} ~~petition~~ claiming that there was yet due
to them their share of the proceeds of the sales
of the land in the bill and proceedings in said
cause mentioned, and that said sums were
still due from the purchaser as a part of the
purchase price of said land, and upon his
showing of said ~~petition~~ ^{and good reasons appearing to the court} a writ is granted
against John M. Whitehead the purchaser
of said land to show cause if any he can
why a conveyance of said land should not
be sold to pay to them the sums due them,
and to require him to answer the several allega-
tions of the said petition, and the cause is left
open for further action at this term.

Enter

L. J. K.

Sept 7/76

W. H. George & Co
75 J. Boston
Catharine Street
Road 100
Catharine 700 Whitehead
70 1/2
W. H. George & Co

Entered O. B. Page 557

R. H. O'Neil D.C.

This Deed made and entered into on this the 21st day of September 1868 between William Robinson, ^{and Robinson his wife} of the one part and Martha Vandeventer of the other part both of the County of Lee and State of Virginia Witnesseth: That for and in consideration of the sum of three thousand dollars the receipt whereof is hereby acknowledged the said William Robinson, ^{and Robinson his wife} hath granted bargained and sold and doth hereby convey unto the said Martha Vandeventer a certain tract or parcel of land lying and being in Lee County Virginia about six or seven miles west of Jonesville on Trading Creek ridge and Chestnut ridge containing four hundred ^{acres} ~~acres~~ be the same more or less and bounded as follows:

Beginning on a whiteoak and Chestnut oak thence West 110 poles Crossing a Spring Branch to a large Chestnut oak and dogwood thence S 22 E 83 poles to a Chestnut and dogwood and small Hickory thence S 73 W 20 poles to a Blackoak on Balfour's line and with said line S 46 $\frac{1}{2}$ E 110 poles to three Blackoak saplings corner to said Balfour's land thence S 29 E 108 poles to a forked dogwood and whiteoak a corner to William Cox now Thomas Givens land N 75 E 136 poles to a spotted oak dogwood and Sourwood near a path on Hubbard's now Edward Snodgrass's line and with said line N 29 E 120 poles to a post oak poplar and Beech corner on the top of Trading Creek ridge to said Snodgrass's land and John C. Harris' land N 60 W 28 poles to a Blackoak and two Sourwoods said John C. Harris' corner S 58 W 42 poles to a whiteoak and maple on the west side of a hollow N 22 W 235 poles to a rock and stake thence a straight line 40 poles to a Chestnut oak on the north side of a ridge a corner of Luke Coveys on a line of Alfred

Conveys land thence a straight line to the beginning
so as to include four hundred acres be the same more
or less together with all the appurtenances belonging
to said land to have and to hold the same in fee
simple forever. And the said William Robinson
doth hereby Covenant to and with the said Martha
Vanderwenter that he will warrant generally the
land hereby conveyed against the claims of all
persons whatever. Witness the following signatures
and Seals.

William Robinson Seal
Sarah E. Robinson Seal
mark

ackd. ~~Mar~~ 1868

See County Court Clerk's Office the 21st day of September 1868
This Indenture of Bargain and Sale for Land between Will-
iam Robinson and Sarah E. Robinson his wife, of the one
part, and Martha Vanderwenter of the other part, both
of the County of Lee and State of Virginia, was acknowledged
before me by the said William Robinson to be his act and
deed for the purposes therein mentioned; and the said
Sarah E. Robinson, wife of said William, being examined
by me privily and apart from her said husband and
having the said writing fully explained to her, acknowledged
that she had willingly signed and executed the same
and did not wish to retract it, and the said deed
being duly stamped, is admitted to records.

Lester Henry J. Morgan, Clk

Martha Vandeventer
from Seed
William Robinson

Filed June 7, 1877, ad.
James dead in Canal Hike
to Vandeventer

I, William Vandeverter, do make and publish this as my last will and Testament hereby revoking and making void all other wills by me at any time made. First of all I direct that my funeral expenses, and all my debts be paid as soon after my death as possible, out of any money that I may die possessed of or may first come into the hands of my Executor. Secondly, I give and bequeath to my Daughter Elizabeth Yeary one hundred dollars, to be paid to her on the first day of March 1863. Thirdly, I give and bequeath to my son Thomas P. Vandeverter one hundred dollars, when he arrives to twenty one years of age. Fourthly, I give and bequeath to my daughter Amanda Vandeverter, one hundred dollars, when she may arrive at the age of twenty-one years. Fifthly, I give to my daughter Nancy Vandeverter one hundred dollars when she arrives to the age of twenty one years old. Sixthly, I give to my son Robert Vandeverter one hundred dollars, when he may arrive to the age of twenty-one years old. Seventhly, I give to my son William Putnam Vandeverter one hundred dollars when he arrives to the age of twenty-one years of age. Eighthly, I give to my daughter Martha Ann Vandeverter one hundred dollars, when she may arrive to the age of twenty-one years of age. This is to make ^{the} ~~they~~ above named children equal with Houston and Alexander Vandeverter that have already received a hundred dollars, each of them, out of my estate. Ninthly, I desire that my executor shall pay two thousand dollars out of the moneys that may fall due to my estate in land wherever my widow Martha Vandeverter and children ^{may wish to locate them} and desire that sum of money vested in the land so purchased. And that my wife Martha Vandeverter shall be the proprietor of said land as long as she may remain a widow to raise and take care of, and school my children as she may think best. Also I give to my wife Martha Vandeverter six hundred and fifty dollars if so much remains after paying the above named money or property to be disposed of. Also I give to my wife Martha Vandeverter my two waggons and the gearing belonging to the same, and all of my farming utensils to dispose of as she may think best. I, other with one yellow

yellow horse and one sorrell horse and one set of Blacksmiths
Tools, and what Cattle, Sheep, and hogs that I may die seized and
possed of, and one mare and colt or the value thereof, that my son
Homer Vanderenter has traded of, as I have understood, with all
my household and kitchen furniture and her saddle to be hers to
dispose of as she may think best. And the above named two thousand
dollars to be vested in hand shall be equally divided amongst
all my children namely: Homer Vanderenter, Alexander Van-
derenter, Elizabeth Yeary, Thomas Vanderenter, Aurelia Vande-
renter, Nancy Vanderenter, Robert Vanderenter, William Vande-
renter, and Martha Ann Vanderenter, at the death of my wife
Marthy Vanderenter. Lastly, I do hereby nominate and appoint
Larkin Vanderenter my executor. In witness whereof I do
to this my will set my hand and seal this, eighteenth day of
October 1860 thousand eight hundred and sixty.

William Vanderenter (test)

signed, sealed, and published in our
presence, and we have subscribed our names,
hereto, in the presence of the testator this, 18th,
day of October 1860. George W. Cork, Elisha
Clark, and Peter Organ.

Virginia,

At a Court begun and held for Lee County, at the Courthouse
thereof, on Monday, the 21st day of January 1861.

The last will and Testament of William Vanderenter
deceased was this day proved in Court by the oaths of
George W. Cork, Elisha Clark, and Peter Organ, witnesses
thereto, and is ordered to be recorded.

Lester. William S. Paul D.C.

Leopie. Lester. John B. West, D. clerk

William Vandeventer
Copy
Last Will and Testament

"H"

For Will.

One day after date I bind myself here to
pay to the Order of Chas J. Vandewater the sum
of Two hundred and Eight & 7/100 dollars value
received it being but due him of the purchase
money on the land sold by A. L. Prichard & Co.
belonging to the Estate of Wm Vandewater dead.
Jan 20 1874

John H. Whitehead Cash

Wm M. Young

\$417 ⁴⁴

One day after date I bind myself here to
to pay to the Order of Chas J. Vandewater the sum
of Two hundred and Seventeen & 7/100 dollars and
the Wm and Martha A. Vandewater of the purchase
money on the land sold by A. L. Prichard & Co.
belonging to the Estate of Wm Vandewater
deceased.

Jan 20 1874

John H. Whitehead Cash

Wm M. Young

208.72
417.44

626.16

Copy of Notes

Exhibit (x1.)

Twelve months after date we bind ourselves
here to jointly and severally to pay C. Duncan
Commissioner in the Chancery Cause of W^m
Jerry wife & others vs Martha Vanderwater & others
and Thos Vanderwater Executors vs John
M Whitehead the sum of four hundred & fifty
four dollars & ninety five cents with interest
from date Value received in Land And as
to this obligation we each waive the benefit of
our homestead exemptions witness our hands
and Seals This 17th day of February 1880.

Joshua W. Whitehead Seal
Martha Whitehead Seal
J M Whitehead Seal

Two years after date we bind ourselves here to jointly
and severally to pay C. Duncan Commissioner in
the Chancery Cause of W^m Jerry wife & others vs Mar-
tha Vanderwater & others and Thos Vanderwater Executors
vs John M Whitehead four hundred & fifty four dollars
& ninety five cents with interest from date Value received
in Land and as to this obligation we waive our homestead
exemptions Witness our hands and Seals This 17th day
of February 1880.

Joshua W. Whitehead Seal
Martha Whitehead Seal
J M Whitehead Seal

Febry 17th 1881.

Gr 13y east point my mouth Whitehead 200.0
" " " " " " 30.0
" " " " " " 30.0

(24)

(17)

This deed made this 13th day of August 1880, by and between, John M Whitehead and Ursula his wife of the County of Lee and State of Virginia of the one part and C. T. Duncan of the County and State aforesaid of the other part, Witnesseth That Whereas, on the 17th day of February 1880, the said Ursula Whitehead and Joshua Whitehead, purchased from C. T. Duncan Commissioner in the Chancery Cause of W. W. Gury wife & others, against Martha Vandeventer & others and Thos J Van deventer guardian &c. &c John M Whitehead a tract of land situated in said County, being the Tract of Land which the said John M Whitehead purchased from A. L. Prilemons Court in the first above styled Cause, and after paying down to said Commissioner the sum of \$100.10 Executed their note to him the said C. T. Duncan Commissioner, for four hundred & fifty four dollars and ninety five cents each, and due respectively on the 17th day of February 1881, and the 17th day of February 1882, bearing interest ~~from~~ from date, and Whereas the decree under which said Sale was made requiring the purchaser to execute bond with good security for the deferred payments, the said Ursula Whitehead and Joshua Whitehead procured the said John M Whitehead

to sign said notes as their security, and now
in order to further secure the payment of said
two notes as they fall due, The said John M White-
head and Ursula Whitehead his wife in consid-
eration of the premises aforesaid as well
as in consideration of one dollar then in
hand paid the receipt of which is truly acknowl-
edged. Now this day granted bargained and
sold and by these presents do grant and
give sell and convey to the said E. T. Dun-
can all that certain tract or parcel of land
situated lying and being on Hallens Cove
in said County being the tract of land on
which the said John M Whitehead and Ur-
sula his wife now reside and is the balance
of the tract of land deeded to the said Whitehead
and wife in the partition of the lands which
deceded to the said Ursula Whitehead from
her father's estate (some parts of it having been
heretofore sold and conveyed) containing
by estimation 80 acres to have and to
hold to him the said E. T. Duncan and
his heirs forever, In Trust nevertheless
to secure the full payment of the two notes
above specified with their accruing interest
which if faithfully done. Then this debt to
be released but if the said Joshua White-
head Ursula Whitehead and John M White-

and fail to, any said two notes or either of
them as they shall become due ~~and shall~~
then it shall be lawful after the last of said
notes becomes due, for said C. T. Duncan Trustee
to sell said land or enough thereof to pay said
two notes or any balance which may then
be due upon them or either of them said sale
shall be made at the front door of the Court
house of the County on a Court day and
shall be for cash in hand but before pro-
ceeding to sell said Trustee shall give
due notice of the time and place of sale
by posting written notices thereof at at
least three public places in said County
for at least 30 days before day of sale
and should sale have to be made by him
he shall be entitled to 5 per cent commission
for his trouble, but should no sale be made by
him he shall be entitled to no compensation
and the said John M. Whithead and
Aranda Whithead his wife warrant generally
the land being conveyed witness the the
following signatures and date this day and
date of first above written.

~~John M. Whithead~~ Aranda Whithead
J. M. Whitehead
C. T. Duncan

Virginia Lee County, to wit.

The foregoing deed from John M Whitehead & Ursula
Whitehead his wife of the one part, to C. J. Duncan
^{Justice} of the other part, all of Lee County Virginia, was this
day acknowledged before me by the said John M
Whitehead & wife and C. J. Duncan, to be their act
and deed for the purposes therein mentioned, and
the said Ursula Whitehead wife of the said John M
Whitehead being examined by me privately, and separate
and apart from her said husband, and having the
deed aforesaid read and fully explained to her ack-
nowledged that she had willingly signed and en-
tered the same and does not wish to retract it.
Given under my hand August 13th 1880.

James W. Orr, Clerk
Lee County Court.

(A-3)

C. J. Duncan
from Deed Trust
J. M. Whitehead & wife

C. J. D.

Aug 13th 1880.

The Commonwealth of Virginia

To the Sheriff of Lee County Greeting

You will notify and summon to appear before
the undersigned Court at his office in Jonesville
on the 16th day of Nov. 1878 William H. Searcy,

John M. Whiteland, Thomas Vandewater in his
own right and as guardian of the two infant
children of William Vandewater decd. and Charles
T. Hamblen admr. of Robert Sims decd. to the end that
they may give any information they may see fit in
pursuance of tracking the conjurers referred to me
by a decree entered on the 5th day of April 1878
in the Chancery Cause of Wm. H. Searcy vs. J. M. Whiteland
vs. Thomas Vandewater & others.

Henry J. Morgan Comr.
Nov. 14 1878

W. H. Comptroler &
vs { Sums

Martin Vandewenter

Executed by Summoning
George Hamblen clerk
of Robert Sims, John
M. Whitehead, Thomas
J. Vandewenter & Wm.
Agnew Nov. 15th 1878
Thos. J. Agnew, C. C.

Ad.

~~#193.44~~

On or before the first day of
March 1869 I bind myself my
Heirs &c To pay William Robinson
One hundred and ninety three
dollars & 44 cents it being the
ballance of the purchase due
on the land I bought of him
according to final and full
settlement made this day between
us and this note is executed instead
of a note held by him against
me and is therefore under the
stay law, Witness my hand and
Seal this the 12th of September
1868

Martha ^{her} Agnew ^{mark} (Seal)
Jest
A. M. Ely

Martha
Wanderer

(48)

Virginia

The County Court began on Monday
in County, at the Court House in
Monday the 11th day of January 18th.
It appearing to the Court from a writing signed
by Messrs A. Sanderson & H. Sanderson, Minors
of Wm Sanderson dec'd, and the age of said
sons, and a petition by said sons, for
being a father of the said, that they choose for
their guardian Messrs J. Sanderson, The Court
doth appoint the Messrs J. Sanderson Guardian
for said minor heirs, and they for the said
Messrs J. Sanderson took the oath, and were
sworn, and together with C. J. Harwood H. A.
McKee and J. M. Whitely in session
reading and acknowledged a bond in
the sum of \$5000.00, conditions according
to Law.

A. B. P.

Wm. J. M. Clerk

Thos. Tu. Austin
Lancaster
Copy of Order

A.E.

See 20cts

This Indenture made this 12th day of May 1873, between John
M. Whithead of the first part and Henry J. Morgan
of the second part all of the County of La. and
State of Louisiana. That whereas the said John
M. Whithead being justly indebted to Robert Jones in the
sum of four hundred dollars which is evidenced by
note this day executed to him by the said Whithead
bearing eight per cent interest from date till paid. And
the said Whithead being willing and desirous to secure
the payment thereof and for the better consideration
of one dollar to him in hand paid the receipt where
of is hereby acknowledged, the said Whithead with a
these presents grant bargain sell and convey unto the said
Henry J. Morgan his heirs and assigns all his right title
interest and claim whether legal or equitable which he
now holds in him or which he may hereafter acquire in
and to a certain tract or parcel of land lying and being
in the said County of La. and on the waters of Trading
Creek and on the top of Chestnut Ridge being the
said tract or parcel of land which the said Whithead
late, purchased at a Commissioners sale and
known as the Robinson tract, and containing
four hundred acres, more or less, to him and to
his heirs the said tract or parcel of land, with all its appur-
tenances unto the said Henry J. Morgan and his heirs
Forever and the said Whithead hereby covenants that
he will warrant generally the said paying conveyed
in trust Nevertheless if the said John M. Whithead

shall on or before the 12th day of May 1874 pay to the
said Robert Smith said sum of \$7000 together with such
interest as may have accrued thereon and the costs
of drawing and recording this indenture then the
said to be paid out of the said, but if default be made
in the payment thereof then it shall be lawful for said
Morgan Trustees as aforesaid to proceed to sell for cash
and the land thereby conveyed, or so much thereof as
may be necessary to pay all of said debt or any part
thereof and may thereupon impound together with
said said Commission thereon to said trustee for his
use, but before such sale said trustee is required
to advertise the time place and terms of sale for at
least 30 days prior thereto by pasting an advertisement
at the front door of the Court House of said County
for that purpose. Witness the following signa-
ture and seal.

John M. Whitlock (Seal)

County of Lewis, to wit,

John B. West a Notary Public in and for said County
in the said aforesaid do hereby certify that John M. Whit-
lock whose name is signed to the foregoing deed of trust
this day personally appeared before me as my officer
and acknowledged the same to be his act and deed for
the purpose therein mentioned, given under my hand
this 12th day of May 1873.

John B. West N. P.

La County Court Clerk Office the 2nd day of June
1874. The foregoing deed of trust between John M.
Whitlock of the first part and Henry J. Morgan
of the second, is a part of La County, Tennessee
admitted to record upon the certification of John B.
West a Notary Public in and for the County and State
aforesaid.

John L. Gibson N. C.

Attest
John B. West N. P.

Genl. J. Morgan ²
1) Copy of
no 3 Dec. 1811.
for M. H. H. H.

(A. H.)

Copy 70

I had made the 3rd day of July 1875. between
John M. Whitehead and Maria Whitehead wife of the
first part and A. L. Pridemore Trustee of the second
part, Witnessed. That whereas the said John M. Whitehead
is indebted to Edward M. Clung & Co. of Knoxville Tenn.
in several promissory notes one of which is dated
Feb 14 and due ninety days after date and for \$152.35. One
other dated March 3rd 1874, and due after ninety days for
\$76.30. One other dated April 11th 1874, and due after ninety
days for \$59.24 and also dated April 28th 1874 and due
after sixty days for \$15. One other dated June 11th 1874 and
due after ninety days for \$14.25, and the other dated July 15th
1874 and due after ninety days for \$288.54. And a R. S. Pague
Co. to which W. W. Anderson is security in the sum of
\$280 due by Note Subject to a credit as on the said
Note endorsed. And also Sanford Chamberlain & Alden
in the sum of \$140 due by Note with W. W. Anderson &
W. H. Young as security thereon. Now in order to secure
first in full the said "Edward M. Clung & Co" in the sum
due them as aforesaid, and then secondly to secure to Sanford
Chamberlain & Alden in the sum of \$140. Subject to the
said "R. S. Pague Co" in the sum of \$280. The last two
to be equal terms and credits above. The parties of the
first part do give bargain sell and convey unto the
said A. L. Pridemore Trustee as aforesaid all of their right
title and interest in and to a certain tract or parcel of
land situated in the Lee County, on the waters of
Trading Creek being an Extension of the same to the

was this day acknowledged before me by the said John M. White.
head to be his act and deed for the purpose therein mentioned.
Given under my hand this 2d day of July 1875.

John B. Hall J. P.

2d page. La County Court Clerk official the 2d day of July 1875.
The foregoing and from John M. White of the one part
to J. B. Hall on behalf of the other part, was this day
filed in this office and admitted to record.

Test. James H. Co. Clerk

A copy

Filed R. H. Orr Jr. A.C.

W. L. White
My friend and
John M. White

(54)

File 181,00

Virginia,

At a Court of Quarter Sessions ~~Continued~~ ^{Begun}
and held for the County of Virginia at the
Court House thereof on Monday the 18th day
of March 1861.

On the motion of Larkin Vandewater who made
oath as executor of the last will and Testament
of William Vandewater deceased, and together with
Russell B. Devault, Osborne S. Jayne and William
B. Graham his Securities entered into and ac-
knowledged a Bond in the penalty of \$3000.00
conditioned according to law & probate of the
said will is granted him in due form.

A Copy Teste

James W. Orr, Jr. Clerk County
Court Lee County

Virginia

Va.

At a County Court begun and held
for the County of Virginia at the Courthouse
of the County on Monday the 16th day of
June 1862.

Thomas P. Vandewater & Wm. B. Vandewater
infant Children and heirs of William Vandewater
deceased, who are over 14 years of age,
appeared in person in Court, and chose Houston
Vandewater for their guardian; and among them
Robert B. Vandewater, William Peterson
Vandewater, and Martha Ann Vandewater
also Children and heirs of William Vandewater
deceased, being under the age of fourteen
years, the Court doth appoint the said Houston
Vandewater their guardian; and thereupon
the said Houston Vandewater with Martha
Vandewater his security entered into and

acknowledged their bond, in the penalty of twelve
hundred dollars with such conditions as the
law prescribes.

A Copy Teste

James W Orr. I Clerk of County
Court of Lee County
Va.

Mrs. W. Yeary & wife
& others

Wt. { Copies of Orders
affirming same
& guidelines

Martha Underwriter
& others

Rec^d of A L Videman, Com &c
Two Hundred & Eight & 57/100 Dollars
amt, due me from the Estate
of Wm Vandeventer deceased
Jan the 23rd 1874.

Robert B. Vandeventer

Rec^d of A L Pridemore, Com &c
Two Hundred & Eight & $\frac{3}{4}$ / 100 Dollars
and in full due me from the
Estate of Wm Vanderwater deceased.
Jan the 23rd / 1874, Thos J. Vanderwater

Rec^d of A L Pridemore. Four Hundred
and seventeen & $\frac{4}{100}$ Dollars, and due
Martha & Am J. Vanderwater from
the estate of Wm Vanderwater deceased
Jan the 23rd / 1874. Thos J Vanderwater
Guardian.

Rec^d of A L Pridemore, Com &c.
Two Hundred & Eight & $\frac{3}{4}$ / 100 dollars, and
due me from the estate of
Wm Vanderwater deceased. Jan 23rd / 1874
Lucy Vanderwater

Reduplex

hiz

Georgius & Willelmus Vandenventer

na 1^o

Wm. W. Geary & wife & others
vs David Miller

1870 Acting as Guardian ad litem
for heirs in case of them vs. Martha
Vanderwerker & others \$ 5.00

Col A. L. Pride more Comr,

You will please pay to Daniel A. Smith the
Sum of \$5.00 my fee as Guardian ad litem in
the case of W. W. Geary & wife & others vs. Martha Vanderwerker
and others I oblige Yours &c. This May 25th 1871,
and this shall be my receipt to you for the same.
David Miller Guardian
ad litem

Received of A. L. Tidmore
Commission in dollars the
within in full - July 31st 1877

L J Smith

Received of
A. L. Tidmore
Commission in dollars the
within in full - July 31st 1877

Received of
A. L. Tidmore
Commission in dollars the
within in full - July 31st 1877

Received of
A. L. Tidmore
Commission in dollars the
within in full - July 31st 1877

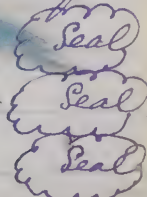
An Agreement made and entered into between Austin Miles and Ursula miles his wife of the one part and Benjamin F. Kincaid of the other part all of Lee County Virginia Witnesseth that the Said Austin Miles and Ursula Miles his wife have Money coming to them from A. L. Pridemore Commr. in the sale of the Vandeventer land the Said Ursula being a part owner of the Said land and is entitled to the proceeds of the Sale of the Same in part and they hereby authorize and direct the Said A. L. Pridemore Commr. as aforesaid to pay the Said B. F. Kincaid One hundred and Ten dollars out of their part of the proceeds of the Sale of Said land And in Consideration of which the Said Benjamin F. Kincaid is to let him the Said Austin Miles have a black two year old Mare mule and the Title to Said mule vests in the Said Austin Miles whenever the Said B. F. Kincaid receives the One hundred and Ten dollars as aforesaid but he retains the Title in himself until he receives the money but is to let the Said Austin Miles have the use of the mule until that time upon the Condition that he the Said miles runs all risk of loss or damage to Said mule but in any event the Said Kincaid is to get the Said sum of One hundred and Ten dollars.

Witness our hands and Seals This the ~~29th~~ 29 day of

March 1872

attest ^{his} John Davis
Benjamin Kincaid

Austin ^{his} miles
Ursula ^{mark} miles
^{mark}



Received of A. L. Vickmore cash missiues in the
 case of ~~Wm. D. Henry~~ ^{Wm. D. Henry} ~~Pile et al vs Mrs. M. D. Vankin~~
 the sum. One hundred, and ^{Seventy dollars} Seventy cents, the amount
 of the within claim in full. But should the cir
 cuit court ^{of the District} fail to enter a decree approving this
 payment, to me then and bind my self to re-pay to the
 said Vickmore the said sum of money and interest
 thereon at the rate of 6 per centum - witness
 my hand and seal this June 16th 1873

Wm. D. Henry Recd
 B. H. Kincaid

Austin Miles & wife
 and Contract,
 B. H. Kincaid

W. D. Henry

Wm. D. Henry

A. L. Vickmore

B. H. Kincaid

Received of A. C. Pickens my commission
in the case of Mrs. W. Yeary, wife of Mr. W.
North. Vanderwater, ninety seven dollars
and 44. cents. This amount of a claim due
her in said case is allowed by said report
of amministrator Morgan as shown by statement
A. B. Given under my hand this September
5th 1873.

W. H. Yeary

Administrator of the estate of North Vanderwater

Wm. W. Garrison
To: Receipt # 9744
+ L. Primmerman

2 3

Received of John M. Whitehead one hundred
and thirty dollars and 14 cents, The full amount
due me from the sales of the lands of Mrs.
Vanderwerker at which sale the said John M.
Whitehead became the purchaser. This amount
being the sum due me in said case in right
of my wife - Sept. 29th 1870.

Wm. W. George

Mr. W. Geary

To Receipt, 1890/91.

J. M. Whitehead
in full.

To.

A. L. Dickmore

This is to show that J W Whitmore has
paid one hundred and seven dollars &
twenty cents (\$107.20) the costs of the said
Chancery brought in the Circuit Court of the
County of Williams by John wife of
Martha Anderson & others: & said sum
the said Whitmore paid L. L. Priddy
Sixty Dollars as shown by his receipt dated
17th July 1871 - the remaining forty seven
dollars & twenty cents he has this day paid
me Oct-13th 1871

\$107.20

H. L. Priddy
Per J. L. Priddy

Received of A. L. Pickens Commissioner
two hundred and forty one dollars and eight cents
the amount of a note executed by Martha W.
Vanderwerker to Mr Robinson for purchase of land and
which said claim was allowed said Robinson
in the case of Mrs W. Geary wife et al against
Martha Vanderwerker - May 21st. 1873.

A. L. Pickens
of Mr Robinson deposes

2011
Le. L. Hamblin

To Recd \$241.86

A. L. Friedman

Received of A. L. Prelimere commission
ten dollars the ^{on the} amount in full
of my claim in his hands as com. due from
the sales of lands formerly belonging to Mrs
Wendell's estate. This Sept. about 1873.

Robert L. P. Van Hook

Robert P. Thompson
to 3 Recy; 8 H.
A. G. Primrose

Received of H. L. Bridenore Com^r in the case of W. H. Gentry vs
vs. Martin Tetradicenter & Twelve dollars pay fee for taking
a second account in this cause Sep. 6th 1873

Henry J. Morgan Com^r

No 4.

L. Morgan.

208 R. 1st; 12.

A. G. Williams

Received of John M. Whited the amt
due, me and Susan Vanhook for ~~amts~~^{clams}
due us in the case of W.W. Gray & wife
vs Martha Vanhook, et al. Showing a power
of attorney from said Susan for to receive
his part. This Oct 30-1874.

W.W. Gray

C. W. W. Yeary

of Receipt in full

of the whole sum

William W. Sage Sheriff administrator ^{with the will annexed} of the estate
of William Vandeventer, William W. George who was
in his own right and as guardian; Nancy Vandeventer
Robert B. Vandeventer, William P. Vandeventer and
Martha Vandeventer (infants of William Vandeventer
deceased) and Elizabeth George, formerly Vandeventer
wife of William W. George. D. B. Martha Vandeventer
Huston Vandeventer, Alexander Vandeventer
Thomas Vandeventer, Austin Miles, Ursula Miles
formerly Vandeventer, Larkin Vandeventer, Nancy
Vandeventer, Robert B. Vandeventer, ~~Nancy Vandeventer~~
William P. Vandeventer ^{and William Robinson} and Martha A. Vandeventer,
Superior in Chy. Make publication at January Term
Tax paid by. George.

Memorandum.
in
Vanderinder Case

Virginia.

A circuit Court continued and held for Lee County,
at the Court house thereof, on Thursday the 7th day
of September 1876.

W. M. Geary vs et als Pliffs vs Martha Vandewater et als Defts. - In Chy.
John M. Whitehead Pliff vs She^a Vandewater et als Defts. - In Chy.
On the application of Thomas J. Vandewater for himself
and as Guardian for two of the infant defendants in
the first named cause, leave is granted him to file
his petition in said cause, claiming that there was
yet due to them, their shares of the proceeds of the sales
of the land in the bill and proceedings in said cause
mentioned, and that said sums were still due from
the purchaser as a part of the purchase price of said
land and upon motion of said Petitioner, and for
reasons appearing to the Court, a rule is granted
against John M. Whitehead the purchaser of said
land to show cause if any he sees why a sufficient
of said land should not be sold to pay to them the
sums here spoken and to require him to answer
the several allegations of the said petition. And the
cause is left open for further ^{action at this time.} A copy.

Teste James H. McCall

W. George wife et al

vs

Mortimer Vandewater et al

John M. Whitehead

vs

Alexander Vandewater

Rule vs. Practice.

I accept the legal advice
of this rule and waive any
and every objection which
I might be entitled to argue
against it and I have
no cause to show why
a sufficiency of said
land should not be sold
to pay the debts in the par-
tition mentioned.

Given under my hand
this 7th day of September
1876.

J. M. Whitehead

for W. G. W.

William W. Yeary & wife Comptys
against

Martha Vandeventer & others Depts

I hereby agree that the Depositions taken
in the above Cause by Henry J. Morgan
Commissioner may be read as evidence in
the same David Miller

David Miller

Guardiani ad litem
for the infant defendants

D. Miller gave
out letters

Know all men by these presents that we R. H. Spencer & D. C. Parrott, do hold and firmly believe unto the Commonwealth of Virginia the just and full sum of One thousand and four hundred dollars, for the payment thereof well and truly to be made to the said Commonwealth we bind ourselves our heirs executors and administrators jointly and severally firmly by these presents, And we hereby waive the benefit of our homestead exemptions as to this bond." Witness our hands and seals, November 27th 1879.

The condition of the above obligation is such that whereas in the Chancery Cause of Thomas I. Ventenator, Plaintiff in & against John M. Whitehead this defendant pending in the Circuit Court of Lee County Virginia there occurred a sale made of certain lands in said Cause at the sum of \$650.00, and which sale has not yet been confirmed, and the said R. H. Spencer offering to raise the said bid upon said land to the sum of Seven hundred dollars. Now if the said Spencer shall cause the said land, at a sale of the same, which has been this day ordered by the said Court, bring at the least the said sum of Seven hundred dollars then this obligation to be paid, otherwise to remain in full force and effect.

R. H. Spencer
D. C. Parrott

Spec 1 in. Sander
Grandis

18 } Spec of R. H. Sander
in a set of bird

1. Mr. Whithead & Co.

Libel. Apr 27 1879.

W. H. C. M. C.

Virginia

In the clerk's office of the Circuit Court of Lee County,
the 29th day of May 1871.

John M. Whitehead

Plaintiff

vs.

Alexander Vandeventer

Defendant

In Chancery
on Foreign
attachment

The object of this suit is to recover of the defendant \$560.⁰⁰,
with legal interest thereon from the 18th day of May 1869 till paid
and the costs of this suit, and to subject to the payment
thereof the tract of land in the Bill mentioned, which has
been attached for the purpose. And it appearing from an affidavit
filed in the cause that the defendant is a non-resident of this Common-
wealth; he is, therefore, ordered to appear here within one month after
due publication of this order, and do what is necessary to protect
his interest in this suit.

Teste. John B. West, D. clk.
A copy - Teste. John B. West, D. clk.

John M. Whitehead.

vo. } Order of Publication

Alex^r Van der Ven Ter.

Virginia

At Rules held in the Clerk's office of the Circuit Court of Seco,
on Monday the 30th day of January 1870

William H. Sage and with the will annexed of William

Vanderwerker deceased and others

Plaintiffs

against

Martha Vanderwerker & others

Defendants

In Chancery

The object of this Suit is, that if all the adult parties give their consent, and the widow of William Vanderwerker deceased will relinquish her life estate in the ~~lands of said~~ William Vanderwerker, then that the whole tract of land in the bill mentioned be sold, and that so much of the proceeds thereof as is necessary be applied to the payment of outstanding debts against the estate of said William Vanderwerker, and the residue be divided between the parties according to their respective rights, and that portion found due to Nancy, Robert B, William P. and Martha Vanderwerker be turned over to the plaintiff William H. Sage as their Guardian and be directed to invest the same in western lands for their benefit. That should the adults refuse to give their consent as aforesaid, then that the interest or share of the defendants Nancy, Robert B, William P. and Martha A. Vanderwerker in the two thousand dollar tract of land in the bill mentioned be laid off and assigned to them in a body, and that the same be sold and the proceeds thereof invested in western lands. That the plaintiffs William H. Sage & wife be allotted their share of said lands to hold in fee simple, and that if this all fail then that so much of said lands be sold as will be sufficient to pay the outstanding debts against said estate including the debt due William Robinson for the balance of the purchase money for said land, and that he then be compelled to convey the legal title thereof. And that the defendant Sarkin Vanderwerker late Executor of said William be required to settle his accounts as such executor and to pay over to the proper parties any sum found due from him. And it appearing by affidavits filed in the cause that Houston Vanderwerker, Alexander Vanderwerker, Thomas Vanderwerker, Sarkin Vanderwerker and William Robinson defendants in this cause are non-residents of this

comessconuealth. They are therefore ordered to appear here within
one month after the publication of this order to do what is necessary
to protect their interest in this suit

A copy Teste

Henry J. Morgan, D.C.

I certify that on Monday January 12th 1869 that being court day I posted at the door
of the court house of Lee county a copy of the above order. H. J. Morgan D.C.

at
3 O'clock P.M.

Walter D. Cunningham

Walter D. Cunningham

The Commonwealth of Virginia,

TO THE SHERIFF OF LEE COUNTY—GREETING:

WE COMMAND YOU TO SUMMON *Martha Vandewenter, Huston Vandewenter, Alexander Vandewenter, Thomas Vandewenter, Oscar Moiles Ursula Moiles Sarkin Vandewenter, Nancy Vandewenter, Robert B. Vandewenter, William P. Vandewenter, Martha F. Vandewenter and William Robinson*

to appear before the Judge of our Circuit Court for Lee county, at the Court House, in the Clerk's Office, at Rules to be holden for the said court, on the *first* Monday in *February* - - next, to answer a bill in chancery, exhibited in our said court, against *them* by *William W. Sage admr with the will annexed of William Vandewenter decd. and William H. Aycary, who sues in his own right and as Guardian for Nancy, Robert B. William P. and Martha Vandewenter, & Elizabeth Aycary*

And have then there this writ. Witness, HENRY J. MORGAN, Deputy for SYLVESTER E. THOMPSON, Clerk of our said Court, at the Court House, this *27th* day of *December* 186*9*, in the *94th* year of the Commonwealth.

Henry J. Morgan D. Clerk.

Wm W. Sage, Adm. & et al.

vs. 3 Lpa in Chancery

Martha Vandeventer et al.

February Rules 1870.

Executed on 18 Dec 1870

Ursula Liles, Robt. Vandeventer,

Martha Vandeventer William

P. Vandeventer Nancy Vandeventer

Martha Vandeventer

by me John S. Allen S. J.

for Wm W. Sage S. J.



The Commonwealth of Virginia,



TO THE SHERIFF OF LEE COUNTY--GREETING;

WE COMMAND YOU TO SUMMON

Alexander Vandewater

to appear before the Judge of our ^{*Circuit*} ~~County~~ Court for Lee County, at the Court-House, in the Clerk's Office, at Rules to be holden for the said Court, on the ~~first~~ Monday in *October* next, to answer a bill in Chancery, exhibited in our said Court, against *him* by *John Mc*
W. L. Leland.

And have then there this writ. Witness, JOHN B. WEST, Clerk of our said Court, at the Court-House this *21st* day of *September* 1870, in the *9th* year of the Commonwealth.

A copy *James W. Orr, D.* Clerk.

Esq. James W. Orr, D. Clerk.

The above affidavit having been made. The officer serving this process is ordered to attach the said above order & return thereon interest in William Vandewater's land and the Estate so attached, you will hold subject to the future order of the Court.

Attest John B. West. Clerk
A copy
Attest John B. West. Clerk



The Commonwealth of Virginia,



TO THE SHERIFF OF LEE COUNTY---GREETING:

WE COMMAND YOU TO SUMMON

Alexander Vandewater

to appear before the Judge of our ^{*Circuit*}~~County~~ Court for Lee County, at the Court-House, in the Clerk's Office, at Rules to be holden for said Court, on the *first* Monday in *October* next, to answer a bill in Chancery, exhibited in our said Court, against *him* by *John M.*

Whitehead

And have then there this writ. Witness, JOHN B. WEST, Clerk of our said Court, at the Court-House, this *21st* day of *September* 1870, in the *96th* year of the Commonwealth.

James H. Orr Clerk.

proper affidavit having been made. The officer serving this process is ordered to attach the said Alexander Vanderwerker interest in the William Vanderwerker land, and the estate so attached you will hold subject to the future order of the Court.

Lest John B West Clerk

140

John M Whitehead
vs
Spa in Chy.

Alexander Vanderwerker

October Rules 1870.

Spot found in the
common wealth

James Wiley vs for
the M Sage & Co

The Commonwealth of Virginia,

TO THE SHERIFF OF LEE COUNTY—GREETING:

WE COMMAND YOU TO SUMMON *Alexander Vandeventer*

to appear before the Judge of our ^{*Circuit*} ~~County~~ Court, for Lee County, at the Court-House, in the Clerk's Office, at Rules to be holden for said Court, on the first Monday in *June* next to answer abill in Chancery, exhibited in our said Court, against *him* by *John* *M. Whitehead*

And have then there this writ. Witness, ^{*James*} ~~JOHN~~ W. ORR, Clerk of our said Court, at the Court-House, this, *29* day of *May* 1871, in the *90th* year of the Commonwealth.

John B. West, D. Clerk,

Proper affidavit having been made, the officer serving
this process will attach the interest of Alex^r. Vandeventer
in a certain undivided interest in a certain tract of land
purchased by Martha Vandeventer & the Ex^r. of William
Vandeventer from one Wm Robinson, situated in Lee Cove
about 7 miles N. West of Jonesville on Cheavut Ridge
& on the waters of Trading Creek & the estate so attached, you
will hold subject to the future order of the court. Jno. B. West, D. Ck

John W. Haskins

vs. Alex^r Vandeventer

Alex^r Vandeventer

Juno Rules 1871.

Decree on the interest of
Martha Vandeventer &
Ex^r. of William Vandeventer
in a certain undivided
interest in a certain tract
of land purchased by Martha
Vandeventer, and the estate
of William Vandeventer from
one William Robinson
situated in Lee Cove about
7 miles N. W. of Jonesville
on Cheavut Ridge & on
the waters of Trading
Creek
May 29th 1871.

L. Chambers

for E. J. Vandeventer

JHC

VIRGINIA:

WASHINGTON COUNTY, TO WIT:

I do hereby certify that the annexed Notice has been published
four weeks successively, ending *June 30th* 1871,
in the "ABINGDON VIRGINIAN," a newspaper published in the
town of Abingdon, Va. Given under my hand this *3^d*
day of *July*, 1871.

Geo. W. Barr,
Jr Ed "Virginian!"

VIRGINIA:—In the Clerk's office of the Circuit Court of Lee county, the 29th day of May, 1871:

John M. Whitehead,

Ptiff.

vs.

Alexander Vandeventer,

Def't.

IN CHANCERY ON FOREIGN ATTACHMENT.

The object of this suit is to recover of the defendant \$560.00, with legal interest thereon from the 18th day of May, 1869, till paid, and the costs of this suit, and to subject to the payment thereof the tract of land in the Bill mentioned, which has been attached for the purpose: And it appearing from an affidavit filed in the cause, that the defendant is a non-resident of this Commonwealth, he is therefore ordered to appear here within one month after due publication of this order, and do what is necessary to protect his interest in this suit.

Teste,

JOHN B. WEST, D. Cl'k.

A Copy.—Teste,

JOHN B. WEST, D. Cl'k.

June 9, 1871.—4w.